

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

AGREEMENT

36236

THIS AGREEMENT is made and entered, in duplicate, as of February 17, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 15, 2022, by and between HELEN SANDERS CAT PROTECTION AND WELFARE SOCIETY, a Colorado nonprofit ("Consultant"), 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, City requires specialized services requiring unique skills to be performed in connection with Consultant taking cats and kittens into its care directly from Long Beach Animal Care Services for the purpose of rehoming, providing spay/neuter education to adopters, and arranging for routine and other necessary medical care services to cats and kittens transferred into Consultant's care ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount not to exceed Fifty Thousand Dollars (\$50,000), at the rates or charges shown in Exhibit "B".

1 B. The City's obligation to pay the sum stated above for any one
2 fiscal year shall be contingent upon the City Council of the City appropriating the
3 necessary funds for such payment by the City in each fiscal year during the term of
4 this Agreement. For the purposes of this Section, a fiscal year commences on
5 October 1 of the year and continues through September 30 of the following year. In
6 the event that the City Council of the City fails to appropriate the necessary funds
7 for any fiscal year, then, and in that event, the Agreement will terminate at no
8 additional cost or obligation to the City.

9 C. Consultant may select the time and place of performance for
10 these services; provided, however, that access to City documents, records and the
11 like, if needed by Consultant, shall be available only during City's normal business
12 hours and provided that milestones for performance, if any, are met.

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

27 E. Consultant represents that Consultant has obtained all
28 necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Consultant shall not begin work until this
3 Agreement has been signed by both parties and until Consultant's evidence of
4 insurance has been delivered to and approved by City.

5 2. TERM. The term of this Agreement shall commence on January 1,
6 2021, and shall terminate at 11:59 p.m. on December 31, 2025, unless sooner terminated
7 as provided in this Agreement, or unless the services or the Project is completed sooner.
8 The term may be extended for two (2) additional five-year periods, at the discretion of the
9 City Manager.

10 3. COORDINATION AND ORGANIZATION.

11 A. Consultant shall coordinate its performance with City's
12 representative, if any, named in Exhibit "C", attached to this Agreement and
13 incorporated by this reference. Consultant shall advise and inform City's
14 representative of the work in progress on the Project in sufficient detail so as to
15 assist City's representative in making presentations and in holding meetings on the
16 Project. City shall furnish to Consultant information or materials, if any, described
17 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
18 shall perform any other tasks described in the Exhibit.

19 B. The parties acknowledge that a substantial inducement to City
20 for entering this Agreement was and is the reputation and skill of Consultant's key
21 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
22 reference. City shall have the right to approve any person proposed by Consultant
23 to replace that key employee.

24 4. INDEPENDENT CONTRACTOR. In performing its services,
25 Consultant is and shall act as an independent contractor and not an employee,
26 representative or agent of City. Consultant shall have control of Consultant's work and the
27 manner in which it is performed. Consultant shall be free to contract for similar services to
28 be performed for others during this Agreement; provided, however, that Consultant acts in

1 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
2 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
3 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
4 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
5 the usual and customary rights, benefits or privileges of City employees. Consultant
6 expressly warrants that neither Consultant nor any of Consultant's employees or agents
7 shall represent themselves to be employees or agents of City.

8 5. INSURANCE.

9 A. As a condition precedent to the effectiveness of this
10 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
11 duration of this Agreement, from insurance companies that are admitted to write
12 insurance in California and have ratings of or equivalent to A:V by A.M. Best
13 Company or from authorized non-admitted insurance companies subject to Section
14 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
15 by A.M. Best Company, the following insurance:

16 i. Commercial general liability insurance (equivalent in
17 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
18 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
19 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
20 include but not be limited to broad form contractual liability, cross liability,
21 independent contractors liability, and products and completed operations
22 liability. City, its boards and commissions, and their officials, employees and
23 agents shall be named as additional insureds by endorsement (on City's
24 endorsement form or on an endorsement equivalent in scope to ISO form CG
25 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
26 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
27 no special limitations on the scope of protection given to City, its boards and
28 commissions, and their officials, employees and agents. This policy shall be

1 endorsed to state that the insurer waives its right of subrogation against City,
2 its boards and commissions, and their officials, employees and agents.

3 ii. Workers' Compensation insurance as required by the
4 California Labor Code and employer's liability insurance in an amount not
5 less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed
6 to state that the insurer waives its right of subrogation against City, its boards
7 and commissions, and their officials, employees and agents.

8 iii. Only if applicable, Veterinary professional liability or
9 errors and omissions insurance in an amount not less than One Million
10 Dollars (\$1,000,000.00) per claim.

11 iv. Only if applicable (i.e., if use of a vehicle is part of the
12 scope of services), commercial automobile liability insurance (equivalent in
13 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
14 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
15 combined single limit per accident.

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

21 C. Each insurance policy shall be endorsed to state that coverage
22 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
23 written notice to City, shall be primary and not contributing to any other insurance
24 or self-insurance maintained by City, and shall be endorsed to state that coverage
25 maintained by City shall be excess to and shall not contribute to insurance or self-
26 insurance maintained by Consultant. Consultant shall notify City in writing within
27 five (5) days after any insurance has been voided by the insurer or cancelled by the
28 insured.

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

7 E. Consultant shall require that all subconsultants or contractors
8 that Consultant uses in the performance of these services maintain insurance in
9 compliance with this Section unless otherwise agreed in writing by City's Risk
10 Manager or designee.

11 F. Prior to the start of performance, Consultant shall deliver to City
12 certificates of insurance and the endorsements for approval as to sufficiency and
13 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
14 insurance, furnish to City certificates of insurance and endorsements evidencing
15 renewal of the insurance. City reserves the right to require complete certified copies
16 of all policies of Consultant and Consultant's subconsultants and contractors, at any
17 time. Consultant shall make available to City's Risk Manager or designee all books,
18 records and other information relating to this insurance, during normal business
19 hours.

20 G. Any modification or waiver of these insurance requirements
21 shall only be made with the approval of City's Risk Manager or designee. Not more
22 frequently than once a year, City's Risk Manager or designee may require that
23 Consultant, Consultant's subconsultants and contractors change the amount, scope
24 or types of coverages required in this Section if, in his or her sole opinion, the
25 amount, scope or types of coverages are not adequate.

26 H. The procuring or existence of insurance shall not be construed
27 or deemed as a limitation on liability relating to Consultant's performance or as full
28 performance of or compliance with the indemnification provisions of this Agreement.

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

7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. Consultant further certifies that Consultant does not now have and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.

8. MATERIALS. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Consultant's obligations under this Agreement,

1 except as stated in Exhibit "D".

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

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

23 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
24 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
25 performing its services, during the term of this Agreement and for five (5) years following
26 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
27 all information, whether written, oral or visual, obtained by any means whatsoever in the
28 course of performing its services for the same period of time. Consultant shall not disclose

1 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
2 of others except for the purpose of this Agreement.

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

9 13. ADDITIONAL COSTS AND REDESIGN.

10 A. Any costs incurred by City due to Consultant's failure to meet
11 the standards required by the scope of work or Consultant's failure to perform fully
12 the tasks described in the scope of work which, in either case, causes City to request
13 that Consultant perform again all or part of the Scope of Work shall be at the sole
14 cost of Consultant and City shall not pay any additional compensation to Consultant
15 for its re-performance.

16 B. If the Project involves construction and the scope of work
17 requires Consultant to prepare plans and specifications with an estimate of the cost
18 of construction, then Consultant may be required to modify the plans and
19 specifications, any construction documents relating to the plans and specifications,
20 and Consultant's estimate, at no cost to City, when the lowest bid for construction
21 received by City exceeds by more than ten percent (10%) Consultant's estimate.
22 This modification shall be submitted in a timely fashion to allow City to receive new
23 bids within four (4) months after the date on which the original plans and
24 specifications were submitted by Consultant.

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

28 15. LAW. This Agreement shall be construed in accordance with the laws

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

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

14 17. INDEMNITY.

15 A. Consultant shall indemnify, protect and hold harmless City, its
16 Boards, Commissions, and their officials, employees and agents ("Indemnified
17 Parties"), from and against any and all liability, claims, demands, damage, loss,
18 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
19 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
20 in connection with (1) Consultant's breach or failure to comply with any of its
21 obligations contained in this Agreement, including any obligations arising from the
22 Project's compliance with or failure to comply with applicable laws, including all
23 applicable federal and state labor requirements including, without limitation, the
24 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
25 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
26 employees, agents, subcontractors, or anyone under Consultant's control, in the
27 performance of work or services under this Agreement (collectively "Claims" or
28 individually "Claim").

1 B. In addition to Consultant's duty to indemnify, Consultant shall
2 have a separate and wholly independent duty to defend Indemnified Parties at
3 Consultant's expense by legal counsel approved by City, from and against all
4 Claims, and shall continue this defense until the Claims are resolved, whether by
5 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
6 breach, or the like on the part of Consultant shall be required for the duty to defend
7 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
8 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
9 in the defense.

10 C. If a court of competent jurisdiction determines that a Claim was
11 caused by the sole negligence or willful misconduct of Indemnified Parties,
12 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
13 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
14 percentage of willful misconduct attributed by the court to the Indemnified Parties.

15 D. The provisions of this Section shall survive the expiration or
16 termination of this Agreement.

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

19 19. FORCE MAJEURE. If any party fails to perform its obligations
20 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
21 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
22 governmental regulations, governmental controls, judicial orders, enemy or hostile
23 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
24 beyond the reasonable control of the party obligated to perform, then that party's
25 performance will be excused for a period equal to the period of such cause for failure to
26 perform.

27 20. NONDISCRIMINATION.

28 A. In connection with performance of this Agreement and subject

1 to applicable rules and regulations, Consultant shall not discriminate against any
2 employee or applicant for employment because of race, religion, national origin,
3 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
4 disability. Consultant shall ensure that applicants are employed, and that
5 employees are treated during their employment, without regard to these bases.
6 These actions shall include, but not be limited to, the following: employment,
7 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
8 termination; rates of pay or other forms of compensation; and selection for training,
9 including apprenticeship.

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

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

25 A. During the performance of this Agreement, the Consultant
26 certifies and represents that the Consultant will comply with the EBO. The
27 Consultant agrees to post the following statement in conspicuous places at its place
28 of business available to employees and applicants for employment:

1 “During the performance of a contract with the City of Long Beach, the
2 Consultant will provide equal benefits to employees with spouses and its
3 employees with domestic partners. Additional information about the City of
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
5 Long Beach Business Services Division at 562-570-6200.”

6 B. The failure of the Consultant to comply with the EBO will be
7 deemed to be a material breach of the Agreement by the City.

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

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

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

20 22. NOTICES. Any notice or approval required by this Agreement shall
21 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
22 postage prepaid, addressed to Consultant at the address first stated above, and to City at
23 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
24 to the City Engineer at the same address. Notice of change of address shall be given in
25 the same manner as stated for other notices. Notice shall be deemed given on the date
26 deposited in the mail or on the date personal delivery is made, whichever occurs first.

27 23. COPYRIGHTS AND PATENT RIGHTS.

28 A. Consultant shall place the following copyright protection on all

1 Data: © City of Long Beach, California ____, inserting the appropriate year.

2 B. City reserves the exclusive right to seek and obtain a patent or
3 copyright registration on any Data or other result arising from Consultant's
4 performance of this Agreement. By executing this Agreement, Consultant assigns
5 any ownership interest Consultant may have in the Data to City.

6 C. Consultant warrants that the Data does not violate or infringe
7 any patent, copyright, trade secret or other proprietary right of any other party.
8 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
9 and employees harmless from any and all claims, demands, damages, loss, liability;
10 causes of action, costs or expenses (including reasonable attorney's fees) whether
11 or not reduced to judgment, arising from any breach or alleged breach of this
12 warranty.

13 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
14 that Consultant has not employed or retained any entity or person to solicit or obtain this
15 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
16 commission or other monies based on or from the award of this Agreement. If Consultant
17 breaches this warranty, City shall have the right to terminate this Agreement immediately
18 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
19 due under this Agreement or otherwise recover the full amount of the fee, commission or
20 other monies.

21 25. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

26 26. CONTINUATION. Termination or expiration of this Agreement shall
27 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
28 16, 18, 21 and 27 prior to termination or expiration of this Agreement.

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

1 27. TAX REPORTING. As required by federal and state law, City is
2 obligated to and will report the payment of compensation to Consultant on Form 1099-
3 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
4 resulting from payments under this Agreement. Consultant shall submit Consultant's
5 Employer Identification Number (EIN), or Consultant's Social Security Number if
6 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
7 Financial Management. Consultant acknowledges and agrees that City has no obligation
8 to pay Consultant until Consultant provides one of these numbers.

9 28. ADVERTISING. Consultant shall not use the name of City, its officials
10 or employees in any advertising or solicitation for business or as a reference, without the
11 prior approval of the City Manager or designee.

12 29. 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 Consultant relating to this Agreement.

16 30. 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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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

_____, 2022

By [Signature]
Name DEBORAH TEIN MAGALDI
Title EXECUTIVE DIRECTOR

_____, 2022

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

April 11, 2022

By Linda J. Jakun
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on March 7th, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Anita Lakhani, Deputy City Attorney

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

EXHIBIT "A"

Scope of Work

EXHIBIT A
HELEN SANDERS CAT PROTECTION AND WELFARE SOCIETY
SCOPE OF WORK

The Helen Sanders Cat Protection and Welfare Society (CatPAWS) is a 501(c)(3) non-profit organization established in 2010 to address the problem of abandoned and stray felines and unwanted litters of kittens by providing spay/neuter education, offering vouchers, and taking in cats, focusing on those in public shelters. CatPAWS takes felines from Long Beach Animal Care Services (LBACS) and cares for them to help reduce overpopulation at the shelter, often covering medical issues and surgeries at their own expense.

For over a decade, CatPAWS has been a primary partner and supporter of lifesaving work at LBACS in several capacities and has operated as a rescue organization that has saved thousands of cats entrusted to LBACS, including over 700 cats and kittens since 2017, and an additional 1,200 cats and kittens while under a previous partnership that established the Long Beach Little Paws Project Kitten Nursery.

- Term: Two-years, January 1, 2021 through December 31, 2025, with two (2) five-year renewals through December 31, 2035.
- Options to Renew: The City Manager or designee may renew the agreement upon approval by all parties and available LBACS funding for two (2), five-year terms through December 31, 2035.
- Project: CatPAWS will accept felines from LBACS as capacity permits and provide mandatory and routine care for them prior to adoption.
- Standard of Care: CatPAWS 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 felines.
- Record-Keeping and Reporting: CatPAWS will maintain detailed records for all felines cared for by CatPAWS and allow LBACS to inspect such records immediately upon request. The CatPAWS records must include at a minimum, LBACS ID number assigned by LBACS, a picture and description of each feline, medical records, and outcomes (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, CatPAWS will provide a report to LBACS showing the number of LBACS-provided felines cared for and their outcomes. CatPAWS and LBACS will each appoint a representative(s) with appropriate knowledge and decision-making authority to attend meetings as needed.

- **Publicity:** Where possible, LBACS will assist CatPAWS with the promotion, marketing, adoption, and placement of felines to facilitate their continued care and/or adoption. CatPAWS 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:** CatPAWS will be responsible for obtaining and paying for all required City permits, and any other permits that may be required for their operations.
- **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:** CatPAWS will provide insurance coverage as required and approved by the City of Long Beach's Risk Manager.

EXHIBIT "B"

Rates or Charges

EXHIBIT B
HELEN SANDERS CAT PROTECTION AND WELFARE SOCIETY
RATES AND CHARGES

The Helen Sanders Cat Protection and Welfare Society (CatPAWS) is a 501(c)(3) non-profit organization established in 2010 to address the problem of abandoned and stray felines and unwanted litters of kittens by providing spay/neuter education, offering vouchers, and taking in cats, focusing on those in public shelters. CatPAWS takes felines from Long Beach Animal Care Services (LBACS) and cares for them to help reduce overpopulation at the shelter, often covering medical issues and surgeries at their own expense.

LBACS Payment to CatPAWS -

LBACS will compensate CatPAWS \$100 per spay or neuter certificate provided for each feline taken from the LBACS to be reimbursed for expenses. LBACS will not reimburse CatPAWS for any other expenses related to the care of felines in the care of CatPAWS (i.e., feline care, rent, insurance, utilities, equipment, staff costs, etc.) beyond \$100 per feline. No additional fees will be charged by LBACS to CatPAWS, nor CatPAWS to LBACS. CatPAWS will bill LBACS by the 15th of the month for the previous month of service. Should LBACS funding not be available, LBACS will attempt to identify additional funding to continue to pay for the felines' care throughout the term of the contract. Should funding not be available, and/or no additional funding is identified, LBACS reserves the right to discontinue services contract upon 30-days written notice.

Under the agreement with CatPAWS, the City of Long Beach's total annual cost related to the care of felines will not exceed \$50,000.

EXHIBIT "C"

City's Representative:

Long Beach Animal Care Services
Bureau Manager or designee

Office: 562-570-3051

EXHIBIT "D"

Materials/Information Furnished:

None

EXHIBIT "E"

Consultant's Key Employee:

Deborah Felin

562-280-4450

info@helensanderscatpaws.com