

AGREEMENT **35200**

Among

The Little Lion Foundation,

Helen Sanders Cat Protection and Welfare Society,

And

The City of Long Beach

This Agreement establishes the roles and responsibilities among The Little Lion Foundation, the Helen Sanders Cat Protection and Welfare Society, and the City of Long Beach, as follows:

PREAMBLE

THE LITTLE LION FOUNDATION (LLF)

The LLF is a nonprofit organization founded in May 2016, dedicated to saving the lives of orphaned, under-aged kittens that would otherwise be euthanized at local animal shelters, to educate the community as to how they can help save the lives of innocent animals.

HELEN SANDERS CAT PROTECTION AND WELFARE SOCIETY (CatPAWS)

CatPAWS is a nonprofit organization dedicated to help address the problem of animal shelters being overwhelmed with abandoned and stray cats, and to promote the understanding that unaltered cats perpetuate the tragedy of unwanted litters. CatPAWS continues the late Helen Sanders' legacy of caring for cats and educating people through the promotion of spay/neuter education and the provision of vouchers, to support trap-neuter-return efforts through the provision of medical care and food, and to save cats and kittens from public animal shelters where they would otherwise be killed.

CITY OF LONG BEACH, LONG BEACH ANIMAL CARE SERVICES (LBACS)

LBACS is the Animal Care Services Bureau of the City of Long Beach (CLB), Department of Parks, Recreation and Marine. LBACS provides animal care services for the CLB, as well as the cities of Cerritos, Seal Beach, Signal Hill, and Los Alamitos. LBACS has a mission to serve, protect and shelter homeless companion animals, to place animals into humane environments, to promote responsible pet ownership and reduce animal overpopulation, and, to celebrate the human-animal bond.

I. PURPOSE & SCOPE

Kittens under adoptable age – *generally under 8 weeks* - continue to be the animal most commonly euthanized at open admission animal shelters. The LLF, CatPAWS, and LBACS wish to work together to create a volunteer-based kitten nursery to decrease the number of kittens euthanized at LBACS. For purposes of this Agreement, LLF and CatPAWS will operate under the umbrella name, **Long Beach Little Paws Project (LBLPP)** with responsibility for all roles and obligations assigned under that name to be jointly assumed by LLF and CatPAWS. Together, the parties are entering into this Agreement to decrease

shelter euthanasia of underage kittens. Accordingly, the parties operating under this Agreement agree as follows:

II. LBLPP PROGRAM

The LBLPP program involves stray and abandoned kittens that are brought to the LBACS shelter by the public. Kittens that qualify for this program will be evaluated by LBACS staff and transferred to the care of LBLPP as quickly as possible, generally the same day as impound. The kittens will be picked up from LBACS by LBLPP and taken to the designated kitten nursery room at 1179 E. Wardlow Road, Long Beach ("Premises") or to an appropriate veterinary clinic/hospital, if needed for immediate medical care. LBLPP will accept the kittens and provide volunteers and staffing to ensure all kittens are provided with food and clean housing, and additional medical care, if needed, until the kittens are old enough to be transferred to another rescue group or adopted by the public through LBLPP or by LBACS.

III. PROGRAM TASKS

The parties agree to the following tasks:

- **LBLPP** will appoint a representative(s) with appropriate knowledge and decision-making authority to attend program update meetings as needed. Additionally, LBLPP will:
 - Provide funding and overall support to run the LBLPP.
 - Accept ownership of underage kittens from LBACS to LBLPP, however, LBLPP has the right to refuse to accept any kittens selected by LBACS for any reason.
 - Provide a minimum of two-person team of volunteers and/or LBLPP staff to ensure appropriate level of care is provided to all kittens on a 24-hours a day, seven days a week basis.
 - Use and maintain standards compatible with the *Association of Shelter Veterinarian's Guidelines for Standards of Care in Animal Shelters* (Standards) premises, for the housing and care of the kittens.
 - Utilize best practices and efforts to provide appropriate medical treatment, care and feeding to kittens housed in the kitten nursery at the Premises.
 - Maintain detailed records for each individual kitten and allow LBACS to inspect such records upon request. Records shall include at a minimum, picture and description of each individual kitten, feeding log, vaccinations, weight gain/loss, medical treatment and outcome (i.e. died, transfer to another rescue, foster, adopted, etc.).
 - Provide all necessary supplies to operate the program, such as formula, food, bottles, blankets, kitty litter, and cleaning supplies, etc.
 - Maintain and keep clean the kitten nursery room located at the Premises.
 - Find appropriate humane placement for each kitten, such as foster, transfer to another rescue, or adoption.
 - Notify LBACS of any kittens that die while in the care of LBLPP.
- **LBACS** will appoint representative(s) with appropriate knowledge and decision-making authority to attend program update meetings as needed. In addition, LBACS will:

- Impound, evaluate, and reserves the right to select underage kittens to determine suitability for inclusion into the LBLPP.
- Notify the designated LBLPP representative that kitten(s) are ready to be picked up.
- Reimburse LBLPP up to \$50,000 to cover medical expenses, including vaccinations, medications, or illness and injury treatment for LBACS-provided kittens at the rate of no more than \$100 per kitten. On a monthly basis, LBLPP expenses shall be submitted to the LBACS Bureau Manger for approval and reimbursement. LBACS reserves the right to decline reimbursement for treatment provided to non-LBACS provided kittens. LBACS will not reimburse LBLPP for any non-medical expenses related to the kitten nursery program (i.e., LBLPP overhead, insurance, staff costs, phone, computer, etc.).
- Occasionally monitor the health and care of the LBLPP kittens.
- Provide spay/neuter vouchers for each kitten prior to adoption.
- The Premises located at 1179 E. Wardlow Road, Long Beach, CA, has been selected as the location.
- If available, provide housing/kennel units for the LBLPP location, which is limited to existing units currently owned by LBACS and based on availability.
- Where possible, assist LBLPP with the promotion, marketing, adoption and placement of kittens once they are suitable for adoption.

IV. TERM

The term of this Agreement shall be for one (1) year from January 1, 2019 through December 31, 2019. Upon written amendment to agreement signed by all parties, the Agreement may be renewed on an annual basis through December 31, 2023. If renewed, the Agreement shall be reviewed in December each year to ensure that all terms are being met and to make any necessary revisions.

V. FEES

No fees shall be charged by or to the LBLPP nor by or to LBACS.

VI. PUBLICITY

In connection with the Programs Tasks described above, no party will use another 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 prior the written consent of the other parties. Additionally, no one affiliated, staff or volunteer, with any party in this Agreement shall 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 an agreeable resolution. If the violation cannot be resolved in an agreeable manner, then the violation may be grounds for immediate termination of this Agreement. LBACS reserve the right to determine, at its sole discretion, what is negative verbal or written posting behavior.

VII. TERMINATION

This Agreement is binding on all the parties; however, any party can terminate the Agreement for any reason at any time so long as the terminating party gives thirty (30) days written notice to the other parties to this Agreement.

VIII. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the Program Tasks of each party in carrying out this Agreement.

IX. INSURANCE

As a condition precedent to the effectiveness of this Agreement, LBACS and LBLPP, respectively, shall procure and maintain at each's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **respective Indemnified Parties** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.

Self-insurance is acceptable for LBACS as long as it covers in the same manner and to the same extent as would have the policy or policies from commercial insurers. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice, and shall be primary and not contributing to any other insurance or self-insurance.

Such insurance as required herein shall not be deemed to limit each party's liability relating to performance under this Agreement. Any modification or waiver of the insurance requirements herein shall be made only with mutual, written approval. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

X. LICENSES, PERMITS, AND TAXES

LBPP shall obtain and pay for all licenses and permits required for its use of the premises and operations thereon. In addition, LBLPP shall promptly pay when due all taxes levied on its personal property in, on or at the premises and any possessory interest taxes attributable to this agreement.

XI. NONDISCRIMINATION

During its use of the premises and operations, LBLPP and its employees shall not discriminate on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or disability by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Permittee publicize its operations in any manner that would directly or inferentially reflect on or question the acceptability of the patronage of any person on any of these bases.

LBLPP shall not discriminate against any employee or applicant for employment on any of these bases. Permittee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to any of said bases. Such action shall include but not be limited to employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

XII. HEALTH AND SAFETY

LBLPP shall correct safety deficiencies and violations of safety practices immediately and shall cooperate fully with the Director of Parks, Recreation and Marine in the investigation of accidents occurring in, on or at the premises. In the event of injury to a patron or customer, LBLPP shall see that the injured person receives prompt and qualified medical attention. If LBLPP fails to correct unsafe or unhealthy conditions which have led or, in the opinion of the City, could lead to injury, the Director may immediately revoke this Agreement.

XIII. NO WAIVER

The failure or delay of the City to insist on strict compliance with any provision of this Agreement shall not be deemed a waiver of any right or remedy that City may have and shall not be deemed a waiver of any subsequent or other failure to comply with any provision of this Agreement.

XIV. REVOCATION

In addition to other provisions herein providing for immediate revocation, the Director may revoke this Agreement immediately (a) if the Director determines that LBLPP has violated or failed to comply with any provision of this Agreement unless another remedy is stated herein; (b) if the Director has evidence of misrepresentation or fraud by LBLPP; (c) if the City has evidence that LBLPP acted unfairly or in bad faith in dealing with the public; or (d) if necessary for the health, welfare or safety of the public.

XV. INDEMNIFICATION

LBLPP shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) LBLPP's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by LBLPP, its officers, employees, agents, subcontractors, or anyone under LBLPP's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

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

XVI. SIGNS AND ADVERTISING

All signs, advertising or promotional material placed in, on or at the premises shall be approved, in advance, in writing by the Director. LBLPP shall pay the cost of production, maintenance and repair of said signs, advertising or promotional material.

XVII. INDEPENDENT CONTRACTOR

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

XVIII. NO ASSIGNMENT

Parties shall not assign or transfer this agreement or any interest herein, nor sublease the premises or any part thereof, and any attempted transfer, assignment, or sublease shall result in immediate revocation of this agreement. Neither this agreement nor any interest in it shall be subject to transfer by attachment, execution, proceedings in solvency or bankruptcy (voluntary or involuntary), or receivership. Any attempted assignment or transfer shall be a default and shall be voided and shall convey no interest.

XIX. THIRD PARTY BENEFICIARY

This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

XX. AUDIT

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

XXI. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement constitutes the entire understanding between the City and LBLPP and supersedes all other agreements, oral or written, with respect to the subject matter herein. Revocation or expiration of this Agreement shall not affect rights or liability that accrued hereunder prior to such revocation or expiration. This Agreement shall not be construed or interpreted against either the City or LBLPP as the drafter. This Agreement is not intended or entered for the purpose of creating any benefit or right for any person or entity that is not a signatory to this Agreement.

XXII. NOTICES

Notice shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the Director at 2760 Studebaker Road, Long Beach, California 90815, with a copy to the City of Long Beach at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager, and to organizations at the addresses stated below. Change of address shall be given in the same manner as described in this Section for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever is applicable and occurs first.

Official written Notices shall be sent to the organizations at the following addresses:

The Little Lion Foundation
Ms. Claudia Otis, Manager
233 West Artesia Blvd.
Long Beach, CA 90805
claudia@thelittlelionfoundation.org

Helen Sanders Cat Protection and Welfare Society
Ms. Deborah Felin-Magaldi, Manager
1198 Pacific Coast Hwy., Suite D-227
Seal Beach, CA 90740
catpawsdeborah@aol.com

Long Beach Animal Care Services
Bureau Manager
7700 E. Spring St.
Long Beach, CA 90815-1619

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed with all formalities required by law effective April 12, 2019:

The Little Lion Foundation:



Claudia Otis, Manager

2/5/19

Date

Helen Sanders Cat Protection and Welfare Society:



Deborah Felin-Magaldi, Manager

3/20/19

Date

City of Long Beach:



Patrick H. West, City Manager

4/12/19

Date

APPROVED AS TO FORM

April 1, 2019
CHARLES PARKIN, City Attorney

By 
SARAH E. GREEN
DEPUTY CITY ATTORNEY

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER