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Agreement

Among

The Michelson Found Animals Foundation, Inc.,

Stray Cat Alliance,

And

The City of Long Beach

This Agreement establishes roles and responsibilities among The Michelson Found Animals Foundation, Inc. (FOUND ANIMALS), Stray Cat Alliance (SCA), and the City of Long Beach, Long Beach Animal Care Services (LBACS).

I. PURPOSE & SCOPE

Spay and neuter continues to be one of the most effective methods of reducing shelter euthanasia, especially for cats. FOUND ANIMALS, SCA, and LBACS wish to work together to create a multi-pronged cat program in order to decrease the number of cats euthanized at LBACS.

About FOUND ANIMALS

FOUND ANIMALS is a privately-funded nonprofit dedicated to reversing the outcome for the three to four million animals euthanized each year in the United States. FOUND ANIMALS works alongside the animal well-being community to achieve one goal: find the big ideas that advance the safety of animals in our homes, our shelters, and everywhere in between. Found Animals' primary mission is "Saving Pets, Enriching Lives". From microchips and registration, to responsible adoption initiatives and low-cost spay and neuter, we are committed to delivering practical solutions that will ensure the health and safety of dogs and cats everywhere.

About SCA

SCA is a nonprofit organization with a mission "to educate and empowers the community to advocate for every cat's right to be safe, healthy and valued. We are building a no kill nation, one stray at a time."

About LBACS

LBACS is the animal care bureau in the City of Long Beach, Department of Parks, Recreation and Marine. LBACS provides animal care services for the City of Long Beach, 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."

Together, the parties enter into this Agreement to decrease shelter euthanasia of cats. Accordingly, the parties operating under this Agreement agree as follows:

II. PROGRAM

Return to Field (RTF) Program. This program involves stray and trapped cats that are brought to the shelter by the public. Trapped and stray cats that qualify for this program will be medically evaluated, altered, microchipped, vaccinated and treated for fleas then given to SCA along with information regarding the origin of the cat. The cats will be taken to the area of their origin and released back to the community by the SCA. This program has been currently operating for two years. It is LBACS's desire to see lower populations of cats in the community we serve resulting in lower shelter intake of cats, lower shelter euthanasia of cats, and lower field services calls regarding cats. Preliminary results from the first two years are promising.

III. PROGRAM TASKS

The parties agree to the following tasks:

- **FOUND ANIMALS** will appoint a representative with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, FOUND ANIMALS will:

RTF: Fund SCA for up to 800 cats obtained from LBACS in calendar year 2016. In future years, if any, FOUND ANIMALS will review the prior year successes to determine the level of funding.

- **SCA** will appoint a representative(s) with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, SCA will:

RTF:

- Utilize best efforts to release 800 cats (greater than three months of age) impounded by LBACS.
- Pay the LBACS to spay/neuter, micro-chip, give the Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia vaccine (FVRCP), and treat for fleas, at the current LBACS approved rates.

- **LBACS** will appoint representatives with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, LBACS will:

RTF:

- Provide up to 25 spay/neuter surgeries per week at LBACS for cats.
- Spay/neuter, micro-chip, give the Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia vaccine (FVRCP), and treat for fleas.
- Release all stray cats (over three months of age) requested by SCA regardless of temperament, location, or means of intake (i.e., in a trap or otherwise) unless LBACS has the capacity to provide the cat with a live outcome or identified an issue preventing inclusion in the program.

IV. TERM

The term of this Agreement is one (1) year from April 1, 2016 through March 31, 2017. This Agreement may be extended one year at a time upon written mutual agreement by all parties. The Agreement shall be reviewed in March each year to ensure that all terms are being met and to make any necessary revisions. Upon written request to all parties, the Agreement may be renewed on an annual basis through March 31, 2020.

V. PUBLICITY

In connection with the Programs and 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 written consent of the other parties.

VI. NO PARTNERSHIPS

No party to this Agreement is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound to the act or conduct of the other.

VII. TERMINATION

This Agreement is binding on all the parties, however any party can terminate the Agreement so long as the terminating party gives thirty (30) days written notice to 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 organization in carrying out the Agreement:

IX. INDEMNIFICATION

LBACS agrees to indemnify and hold harmless FOUND ANIMALS and SCA, its agents, employees and officials against any and all claims, demands, damages, liabilities, costs, suits, or expenses arising out of any act or omission of any officer, agent or employee of LBACS arising from performance pursuant to this Agreement. FOUND ANIMALS, agrees to indemnify and hold harmless LBACS and SCA, its agents, employees and officials against any and all claims, demands, damages, liabilities, costs, suits, or expenses arising out of any act or omission of any officer, agent or employee of FOUND ANIMALS, arising from performance pursuant to this Agreement. SCA agrees to indemnify and hold harmless FOUND ANIMALS and LBACS, its agents, employees and officials against any and all claims, demands, damages, liabilities, costs, suits, or expenses arising out of any act or

omission of any officer, agent or employee of SCA, arising from performance pursuant to this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

The Michelson Found Animals Foundation, Inc.
Mr. Jonathan Chavez
Grants Program Manager
PO Box 66370
Los Angeles, CA 90066-0370
j.chavez@foundanimals.org

Stray Cat Alliance
Ms. Christi Metropole
Executive Director
PO Box 41021
Los Angeles, CA 90041-0021
Christi@strayanimals.org

Long Beach Animal Care Services
Ms. Christine Kucenas
7700 E. Spring St.
Long Beach, CA 90815-1619
Christine.Kucenas@longbeach.gov

APPROVED AS TO FORM AND RETURNED

JUNE 6, 20 16
CHARLES PARKIN, City Attorney

By [Signature]
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed with all formalities required by law as of the date first stated above.

The Michelson Found Animals Foundation, Inc.:

Aimee Gilbreath
Aimee Gilbreath, Executive Director

4/15/16
Date

Stray Cat Alliance:

Christi Metropole
Christi Metropole, Executive Director

5/23/16
Date

City of Long Beach:

[Signature]
for Patrick H. West, City Manager

6.21.16
Date