



Legislation Details (With Text)

File #: 23-0372 **Version:** 1 **Name:** PRM - Right of Entry permit to park and store a spay/neuter trailer D4

Type: Contract **Status:** CCIS

File created: 3/24/2023 **In control:** City Council

On agenda: 4/18/2023 **Final action:** 4/18/2023

Title: Recommendation to authorize City Manager, or designee, to execute a Cooperative Agreement and any necessary documents with the Helen Sanders Cat Protection and Welfare Society, of Seal Beach, CA, to provide for the shared use of a spay/neuter trailer, for a term of five years, with two (2), two-year renewal options, at the discretion of the City Manager; and

Authorize City Manager, or designee, to execute a Right-of-Entry Permit and any related documents with the Helen Sanders Cat Protection and Welfare Society, of Seal Beach, CA, for use of a portion of the Parks, Recreation and Marine Department Administration building parking yard, located in El Dorado Park West or other designated area on City property, to park and store a spay/neuter trailer, for a term of five years, with two (2), two-year renewal options, at the discretion of the City Manager. (District 4)

Sponsors: Parks, Recreation and Marine

Indexes:

Code sections:

Attachments: 1. 041823-C-18sr&att.pdf

Date	Ver.	Action By	Action	Result
4/18/2023	1	City Council	approve recommendation	Pass

Recommendation to authorize City Manager, or designee, to execute a Cooperative Agreement and any necessary documents with the Helen Sanders Cat Protection and Welfare Society, of Seal Beach, CA, to provide for the shared use of a spay/neuter trailer, for a term of five years, with two (2), two-year renewal options, at the discretion of the City Manager; and

Authorize City Manager, or designee, to execute a Right-of-Entry Permit and any related documents with the Helen Sanders Cat Protection and Welfare Society, of Seal Beach, CA, for use of a portion of the Parks, Recreation and Marine Department Administration building parking yard, located in El Dorado Park West or other designated area on City property, to park and store a spay/neuter trailer, for a term of five years, with two (2), two-year renewal options, at the discretion of the City Manager. (District 4)

The Helen Sanders Cat Protection and Welfare Society (CatPAWS) is a 501(c)(3) non-profit organization established in 2010 dedicated to help abandoned and stray felines. CatPAWS provides spay/neuter education and vouchers, takes in at-risk cats from public shelters, and donates DIY Kitten Care Project kits to shelters for distribution to the public when they find orphaned underage kittens. CatPAWS' work has helped to reduce feline overpopulation, unnecessary euthanasia, and crowding at animal shelters.

For more than a decade, CatPAWS has been a partner and supporter of the City of Long Beach's (City) Long Beach Animal Care Services (LBACS), operating as a feline rescue organization and offering spay/neuter assistance. In 2022, CatPAWS procured a custom-built spay/neuter trailer (Trailer) to expand these services and to reach out to more parts of the community.

LBACS and CatPAWS are requesting to enter into a Cooperative Agreement for shared use of the Trailer. As compensation for allowing LBACS to use the Trailer, the City and CatPAWS will also issue a Right-of-Entry permit to park the Trailer in the secured parking yard at the Parks, Recreation and Marine Administration building, or other such designated location on City Property (Permitted Area), as approved in writing by the Director of Parks, Recreation and Marine Department (Department).

Approval of the Cooperative Agreement and Right-of-Entry Permit will help LBACS to meet its strategic plan objective of increasing community engagement and outreach programs. It is also in line with the Department's Strategic Plan goals of building and maintaining strong partnerships and prioritizing health equity by providing education and resources to underserved communities.

The proposed cooperative agreement will contain the following major provisions:

- Term: Five years from May 1, 2023, through April 30, 2028.
- Options to Renew: The City Manager, or designee, may renew the agreement upon approval by all parties for two (2), two-year terms through April 30, 2032.
- Ownership: CatPAWS retains sole ownership and rights to authorize the use of the Trailer to the City of Long Beach and/or any third party.
- Shared Use by LBACS: By mutual agreement per use, LBACS shall have exclusive use of the Trailer, as requested for community events when LBACS provides 30 days or more advance notice to CatPAWS to schedule use of the Trailer.
- Shared Use by CatPAWS: CatPAWS shall have exclusive use of the Trailer for dates and times not already mutually agreed to for use by LBACS. LBACS and CatPAWS will keep a shared calendar to coordinate use of the Trailer.
- Third-Party Use: No other party may access the Trailer under the Right of Entry permit without the mutual consent of both LBACS and CatPAWS.
- Maintenance and Custodial: LBACS and CatPAWS shall each be responsible for their own custodial and upkeep, including trash removal, disinfection, and hazardous waste removal during their respective periods of use.

- Standard of Care: LBACS and CatPAWS will use and maintain standards compatible with the Association of Shelter Veterinarians' Veterinary Medical Care Guidelines for Spay-Neuter Programs.
- Outfitting/Equipment: CatPAWS shall be responsible for outfitting and equipping the Trailer, and both LBACS and CatPAWS shall each be responsible for providing Trailer supplies and restocking any supplies used.
- Staffing: At its discretion, and during its use, CatPAWS shall hire, supervise, and compensate the staff it needs to operate the Trailer. CatPAWS shall pay any applicable taxes, withholdings, workers' compensation insurance, and all other standard requirements of employees. CatPAWS may also use volunteers. CatPAWS shall also be solely responsible for supervising its contractors and/or volunteers.
- Controlled Substances: LBACS and CatPAWS shall each maintain their own supply of medicines and drugs, which may include controlled substances, as defined by federal, state, and/or local laws. Both parties shall enforce the controls required by those laws, and each will be responsible for the security of their controlled substances.
- Permit, Certifications, and Licensure: CatPAWS shall procure and maintain its own Use Permit from the California Veterinary Medical Board, its own Drug Enforcement Agency Registration Certificate, and all applicable federal, state, county and/or local licenses, permits, and certifications.
- Notice of Termination: Either party may terminate the Cooperative Agreement with 30 days' written notice. The City and CatPAWS acknowledge and agree that this Cooperative Agreement and Permit are mutually dependent and the termination of either the Cooperative Agreement and Right-of-Entry Permit shall be deemed and shall immediately cause the termination of the other.
- Insurance: CatPAWS will provide insurance coverage as required and approved by the City's Risk Manager, on an annual basis or upon policy renewal and/or change.

The proposed right-of-entry permit will contain the following major provisions:

- Term: Five years from May 1, 2023, through April 30, 2028.
- Options to Renew: The City Manager or designee may renew the agreement upon approval by all parties for two (2), two-year terms through April 30, 2032.
- Authorized Use: To park and store the Trailer in the Permitted area.
- Permitted Area: Enclosed parking yard located at the Parks, Recreation and Marine Department Administration building, 2760 North Studebaker Road, or other such location on City Property, as approved in writing by the Director of Parks, Recreation and Marine. The

City will provide CatPAWS with a separate vehicle gate code to allow CatPAWS access to the Trailer to move it in and out of the Permitted Area. The Trailer will not obstruct other vehicles or prohibit access in and out of buildings (ingress/egress). When possible, the City and CatPAWS will park the Trailer in a way that will not adversely affect vehicle parking. (Attachment A)

- Fee: In recognition of CatPAWS' partnership with the City through LBACS, their contribution to the community, and sharing of the Trailer, there will be no charge to CatPAWS for their use of the permitted area.
- Liability: The City shall not be liable for any damage or theft to the Trailer while the Trailer is being parked, stored, or used on City property. CatPAWS shall be responsible for any damage to the parking area caused by the Trailer, including damage caused to other vehicles, buildings, and the security gate while moving or parking the trailer.
- Third Party Access: Neither CatPAWS nor the City shall grant access to another party to enter or access the Trailer in the Permitted Area without advanced, written, and mutual agreement between CatPAWS and the City.
- Publicity: Where possible, LBACS and CatPAWS will assist each other 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 party.
- 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. Whenever possible, LBACS will assist CatPAWS in obtaining any special parks permit necessary to operate the vehicle in City parks.
- Insurance: CatPAWS will provide insurance coverage as required and approved by the City's Risk Manager, on an annual basis or upon policy renewal and/or change.
- Notice of Termination: Either party may terminate the Permit with 30 days' written notice. The City and CatPAWS acknowledge and agree that this Right-of-Entry Permit and Cooperative Agreement are mutually dependent and the termination of either the Right-of-Entry Permit or Cooperative Agreement shall be deemed and shall immediately cause the termination of the other.

This matter was reviewed by Deputy City Attorney Anita Lakhani on March 21, 2023 and by Budget Analysis Officer Greg Sorensen on March 27, 2023.

LEVINE ACT

This item is subject to the Levine Act. The Mayor, Councilmembers, and Commissioners who

have received a contribution of more than \$250 within 12 months prior from a party, participant, or their representatives involved in this proceeding may do either of the following: (1) disclose the contribution on the record and recuse themselves from this proceeding; OR (2) return the portion of the contribution that exceeds \$250 within 30 days from the time the elected official knew or should have known about the contribution and participate in the proceeding.

All parties, participants, and their representatives must disclose on the record of this proceeding any contribution of more than \$250 made to the Mayor or any Councilmembers within 12 months prior to the date of the proceeding. The Mayor, Councilmembers, and Commissioners are prohibited from accepting, soliciting, or directing a contribution of more than \$250 from a party, participant, or their representatives during a proceeding and for 12 months following the date a final decision is rendered.

City Council action is requested on April 18, 2023, to proceed with project implementation expeditiously.

There is no fiscal impact associated with this recommendation. This recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. The local job impact associated with this recommendation is unknown at this time.

Approve recommendation.

BRENT DENNIS
DIRECTOR
PARKS, RECREATION AND MARINE

APPROVED:

THOMAS B. MODICA
CITY MANAGER