

0150-12739-0002

TRANSMITTAL

TO The Council	DATE 08/18/2026	COUNCIL FILE NO. --
FROM The Mayor	COUNCIL DISTRICT 10	

**Proposed Long-Term Agreement with Stray Cat Alliance
for the Operation of the Jefferson Park Animal Services Center**

Approved and transmitted for further processing.
See the City Administrative Officer report attached.



MAYOR
(Mitch Kamin for)

MWS:JNR:04270017

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 7/31/26	C.D. No. 10	CAO File No.: 0150-12739-0002
Contracting Department/Bureau: Animal Services Department		Contact: Sharon Lee (213) 482-9554	
Reference: Transmittal from the Board of Animal Services Commissioners dated April 3, 2026; Referred for report April 6, 2026.			
Purpose of Contract: To provide facility operation services for the Jefferson Park Animal Services Center.			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Three-year term beginning August 27, 2025 through August 26, 2028 with three one-year options to extend.	
Contract/Amendment Amount: 0			
Proposed amount \$ 0 + Prior award(s) \$ 0 = Total \$0			
Source of funds: N/A			
Name of Contractor: Stray Cat Alliance			
Address: P.O. Box 661277, Los Angeles, CA 90066			
	Yes	No	N/A
1. Council has approved the purpose		X	
2. Appropriated funds are available			X
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010			X

RECOMMENDATION

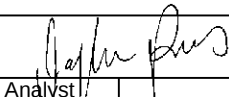
That the Council authorize the General Manager of the Department of Animal Services, or designee, to execute an Agreement with Stray Cat Alliance to provide facility operation services at the Jefferson Park Animal Services Center, located at 3612 11th Avenue, in Council District 10, for a term beginning in August 27, 2025 through August 26, 2028, with three one-year options to extend, subject to the approval of the City Attorney as to form.

SUMMARY

The Department of Animal Services (ASD) requests authority to execute a long-term agreement with Stray Cat Alliance (Contractor) for facility services at the Jefferson Park (JP Center) Animal Services Center. The contract term will begin August 27, 2025 through August 26, 2028, with three one-year options to extend, subject to the City Attorney as to form.

BACKGROUND

On September 30, 2016, Council District 10 introduced a Motion (CF 15-1041-S4) instructing the City Administrative Officer (CAO), with assistance from the Animal Services Department and the Office of

JNR	Analyst		04270017	
				City Administrative Officer

City Attorney to develop a Request for Proposals (RFP) to identify one or more non-profit organizations to assist with the reopening and operation of the JP Center, located at 3612 11th Avenue, that was previously decommissioned following the opening of the South Los Angeles Animal Services Center. This action was due to the existing high animal impound rate in the South LA region and the associated need for additional services required by the community.

An RFP was issued on February 2, 2017 to solicit a facility operator, which was extended to May 23, 2017. Although three agencies attended the mandatory, on-site bidder's conference, no formal bids were subsequently received and the filing period expired. On November 2, 2017, the Best Friends Animal Society (Best Friends) submitted a letter of intent to serve as the lead agency and utilize a portion of the JP Center in conjunction with other co-located partners. A sole-source contract was awarded to Best Friends by the Council on January 31, 2018, following an evaluation of exemptions to competitive bidding as defined in Charter Section 371(e)(2), that determined that it is not "practicable" to award the contract through a competitive process, given the lack of responses to the aforementioned RFP. The initial contract was established as a three-year agreement with the option to extend for three additional years in one-year increments. The Stray Cat Alliance was a subcontractor of Best Friends (Contract No. C-131300), the service contract of which expired on April 26, 2024. Upon the completion of the initial contract with Best Friends, the Department entered into a four-month agreement with the Contractor from April 27, 2024 through August 26, 2024, for the continued operation of the Center until an agreement could be negotiated.

On November 3, 2023, Council approved a Motion (Rodriguez–Hutt–Yaroslavsky [C.F. 11-1345- S2]) requesting this Office, with the assistance of the General Services Department (GSD), and the Department of Animal Services (Department), to report on the funding needed to cover maintenance and utilities costs at the Northeast Valley (NEV) and Jefferson Park (JP) Animal Service Centers. This Office provided a report recommending the continued use of GSD departmental budget funding and the City's Water and Electricity Fund budget to cover the costs for maintenance and utilities for all new service contracts for the NEV and JP Animal Services Centers.

The Department entered into a one-year agreement with the Contractor from August 27, 2024 through August 26, 2025, for the continued operation of the Center, while completing a new RFP process to determine a new contractor for the JP Center. An RFP was issued on January 30, 2023 to solicit a facility operator, and subsequently, the Contractor was the sole respondent to the RFP.

Agreement Terms and Funding

Under the terms of the agreement, the Contractor is to care for animals in accordance with all federal, state, and local humane laws and statutes and must provide all necessary staffing, equipment, and supplies. The Contractor is also required to obtain all permits, licenses, and registrations required to operate the JP Center. The Contractor is to perform services including: 5,200 spay/neuter surgeries per year for pets owned by qualifying residents in the Los Angeles area or adopted from the Shelter and especially to residents of the South LA community; over 1,600 low-cost wellness services; 6,000 low-cost vaccinations; pull 800 underage kittens, 200 cats and 250 dogs from the Department's six citywide shelters annually; and provide related veterinary care for such cats, kittens, and dogs.

Any fees charged to the public shall be in accordance with the Department-approved pricing sheet listed in Exhibit 3 of the Agreement. Any changes to the service fees will require advanced written

approval from the Department. The pricing change request shall be made 30 days prior to the effective date of the price change and if approved, a notice shall be posted informing the public of the changes.

The Contractor may also provide educational, outreach and development programs in addition to providing a Volunteer Program for Fosters and clinic-related workshops and training. The Contractor is expected to provide a minimum of 60 free dog training classes to the South LA community annually.

There are no direct costs associated with the execution of this contract amendment. The utility costs for the Jefferson Park Animal Services Center will continue to be paid through the City's Water and Electricity Fund budget.

In accordance with the Los Angeles Administrative Code Section 7.5(1)(e), Council approval is required as the Department is leasing or granting permission for the use of a City-owned real property beyond a four-month term. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts.

FISCAL IMPACT STATEMENT

Approval of the recommendation in this report will authorize the Department of Animal Services to execute an agreement with Stray Cat Alliance for facility operation services at the Jefferson Park Animal Services Center (JP Center) from August 27, 2025 through August 26, 2028. The General Services Department provides basic facility maintenance at all City shelters, including utility service costs for the JP Center through the Water and Electricity Fund. Through the recommended action, the City will realize cost savings during the term of the contract based on the services Stray Cat Alliance will provide at no additional cost to the City. There is no additional fiscal impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report complies with the City's Financial Policies in that budgeted funds are used for the intended purposes.

MWS:JNR:04270017

Attachment

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

ALISON McBETH-FEATHERSTONE
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

ALEXANDER KASENDORF

THERESA SARDISCO

YVETTE SMITH

City of Los Angeles

CALIFORNIA



**KAREN BASS
MAYOR**

**DEPARTMENT OF
ANIMAL SERVICES**

221 N. Figueroa Street
6TH Floor, Suite #600
Los Angeles, CA 90012

(888) 452-7381
FAX (213) 482-9511

ANNETTE G. RAMIREZ
INTERIM GENERAL MANAGER

CURTIS R. WATTS
ASSISTANT GENERAL MANAGER
Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

April 3, 2026

The Honorable Karen Bass
Mayor, City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

To Legislative Coordinator, Office of the Mayor

RE: EXECUTIVE DIRECTIVE NO. 3 REVIEW FOR A PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND STRAY CAT ALLIANCE TO PROVIDE ANIMAL ADOPTION, VETERINARY, AND WELFARE SERVICES AT THE LOS ANGELES JEFFERSON PARK ANIMAL SERVICES CENTER.

In accordance with the Mayor's Executive Directive No. 3, attached for your review is the Personal Services Agreement (Agreement) between the City of Los Angeles and Stray Cat Alliance to provide animal adoption, veterinary, and welfare services at the Jefferson Park Animal Services Center.

The Agreement has been reviewed by the City Attorney as to form.

The following information is provided to assist with your review of the proposed contract. Should you have questions or need additional information regarding this request, please contact Sharon Lee, Senior Management Analyst II, at (213) 482-9554.

General Information		
Item	Information Requested	Information Provided
1	Title	Personal Services Agreement Between The City of Los Angeles and Stray Cat Alliance to Provide Animal Adoption, Veterinary, and Welfare services at the Los Angeles Jefferson Park Animal Services Center.
2	Customer	City of Los Angeles, Department of Animal Services

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

SUBJECT: EXECUTIVE DIRECTIVE NO. 3 REVIEW FOR A PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND STRAY CAT ALLIANCE TO PROVIDE ANIMAL ADOPTION, VETERINARY, AND WELFARE SERVICES AT THE LOS ANGELES JEFFERSON PARK ANIMAL SERVICES CENTER

3	Customer Address	Jefferson Park Animal Services Center 3612 11th Avenue, Los Angeles, CA, 90018
4	Purpose	To Provide Animal Adoption, Veterinary, and Welfare Services the Los Angeles Jefferson Park Animal Services Center
5	Term	8/27/25 – 8/26/28 + three, one-year options to extend
6	Amount of Compensation	Cost Neutral
7	New Contract or Amendment?	New Contract
8	Source of Funds	N/A
9	Council Approval	Needed
10	Appropriated Funds Available?	N/A
11	Names of Proposers and scores	Stray Cat Alliance (sole respondent)
12	RFP Advertisement Date	January 30, 2023 (RFP #203687)
13	Funding compliance with City Financial Policies?	N/A
14	Additional information showing necessity to contract with contractor.	N/A
15	Approved by Board of Commissioners	January 13, 2026
Compliance with City Contracting Requirements		
1	Charter Section 1022	Yes
2	Risk Management Insurance Requirements	In Progress
3	Standard Provisions	Yes
4	Business Inclusion Program	Waived
5	EBO/FSHO Compliance	Yes
6	DO Compliance	Yes
7	CRO Compliance	Yes
8	City Attorney Review	Approved by Steve Houchin
9	Percent of Workforce Residing in the City	N/A
10	MLO Bidder's Certification Form	Yes

SUBJECT: EXECUTIVE DIRECTIVE NO. 3 REVIEW FOR A PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND STRAY CAT ALLIANCE TO PROVIDE ANIMAL ADOPTION, VETERINARY, AND WELFARE SERVICES AT THE LOS ANGELES JEFFERSON PARK ANIMAL SERVICES CENTER

Respectfully submitted,

A handwritten signature in blue ink, reading "Annette G. Ramirez". The signature is fluid and cursive, with the first name "Annette" and last name "Ramirez" clearly legible.

Annette G. Ramirez
Interim General Manager

c: Jacqueline Reyes, Office of the City Administrative Officer

Attachment: Personal Services Agreement between the City of Los Angeles and Stray Cat Alliance to Provide Animal Adoption, Veterinary, and Welfare Services at the Los Angeles Jefferson Park Animal Services Center.

AGR:SCL:JBG



**City of Los Angeles
Department of Animal Services**

PERSONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

STRAY CAT ALLIANCE

TO PROVIDE
ANIMAL ADOPTION, VETERINARY AND WELFARE SERVICES
AT THE LOS ANGELES JEFFERSON PARK ANIMAL SERVICES
CENTER

City Contract Number: _____

TABLE OF CONTENTS

SECTION 1. TERM	4
SECTION 2. ANIMAL ADOPTION, VETERINARY AND WELFARE SERVICES	4
SECTION 3. LICENSE TO USE PREMISES	14
SECTION 4. STANDARD PROVISIONS FOR CITY CONTRACTS	14
SECTION 5. SUB-AGREEMENTS	14
SECTION 6. NOTICES	14
SECTION 7. INCORPORATION OF EXHIBITS	15
SIGNATURE PAGE	16

**PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND STRAY CAT ALLIANCE**

**TO PROVIDE ANIMAL ADOPTION, VETERINARY, AND WELFARE SERVICES
AT THE LOS ANGELES JEFFERSON PARK ANIMAL SERVICES CENTER**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Department of Animal Services ("Department"), and Stray Cat Alliance, a tax-exempt 501(c)(3) non-profit animal welfare organization ("Stray Cat") whose principal address is 3612 11th Avenue, Los Angeles, CA, 90018 and is authorized to do business in the State of California. City and Stray Cat may be referred to herein individually as a "Party", or collectively as "Parties".

WHEREAS, the City owns and maintains certain real property commonly known as the Jefferson Park Animal Services Center, located at 3612 11th Avenue, Los Angeles, CA, 90018 ("Center" or "Premises"); and

WHEREAS, the Department is in need of a qualified contractor to provide critical animal adoption, spay/neuter, and other animal welfare services at the Center; and

WHEREAS, following a Request for Proposals ("RFP") that the Department released for the services on January 30, 2023, Stray Cat was the sole proposer; and

WHEREAS, Stray Cat currently provided animal adoption, veterinary, and welfare services at the Center pursuant to Contract Number C-200411, which expired on August 26, 2025, and the Department has determined that Stray Cat is qualified to continue providing these services under this Agreement; and

WHEREAS, the Board of Animal Services Commissioners ("Board"), and subsequently the Los Angeles City Council ("City Council"), authorized the Department to enter into this Agreement, effective August 27, 2025, for a three-year term with three additional one-year options to extend at the Department's sole discretion (CF # _____); and

WHEREAS, the Department has determined that the services provided under this Agreement will ensure that adoption, spay/neuter, and related animal welfare services will be provided in the Center in a manner that benefits the public and fulfills the public purposes of the Center and as such public benefits and public purposes will be preserved; and

WHEREAS, the City's General Services Department ("GSD") provides real estate asset management and related building maintenance and repair services for the City's real property, including the Center; and

WHEREAS, Stray Cat shall also enter into a license agreement with the City, by and through GSD, and shall be subject to the terms of the license, which shall be attached to and incorporated into this Agreement;

NOW THEREFORE, in consideration of the foregoing, the anticipated benefits to the public, and the terms and conditions set forth herein and the performance thereof, the Parties hereby agree as follows:

SECTION 1. TERM

- A.** The term of this Agreement shall be three years, commencing on August 27, 2025 and terminating on August 26, 2028, unless terminated earlier pursuant to the provisions of this Agreement ("Initial Term").
- B.** This Agreement may be extended for three additional one-year terms beyond the Initial Term. Each one-year extension option shall be exercisable at the Department's sole discretion by sending written notice to Stray Cat.
- C.** Due to the City's need for the critical services under this Agreement to continue at the Center, Stray Cat started providing the services prior to the execution of this Agreement. By its execution hereof, and to the extent that said services were performed in accordance with the terms and conditions of this Agreement, the City hereby accepts such services subject to all the terms and conditions of this Agreement and ratifies its Agreement with Stray Cat for such services.

SECTION 2. ANIMAL ADOPTION, VETERINARY AND WELFARE SERVICES

Stray Cat will utilize the Center as a community animal support center that provides a range of services to support cat and dog welfare, including veterinarian care, temporary housing, and community engagement programs to find positive outcomes for kittens, cats, puppies and dogs pulled from the Department. Stray Cat's services and programs are designed and operated on the belief that animals should not live in a shelter environment and that measuring success by outcomes, such as fostering and adoption, is paramount.

Stray Cat shall use the Center to house and facilitate the adoption of dogs and cats sourced directly from the Department; operate foster programs; operate a low-cost spay and neuter clinic and provide related veterinary services; and provide other animal welfare services at the Center, all pursuant to the terms and conditions of this Agreement and as authorized by the License Agreement incorporated into this Agreement pursuant to Section 3. Stray Cat's services shall include the following:

A. Dog and Cat Adoption Services

- 1. Stray Cat will pull a minimum number of dogs directly from the Department per year of this Agreement, for the purpose of adopting the dogs to permanent new owners, as follows: 250 dogs with medical issues, classified by the Department as "Orange Alert" (dog with major medical issues, such as head trauma, parvo, or fractures, and an imminent euthanasia date), "Blue Alert" (dog with less severe medical issues such as skin infection, mange, or bite wounds), "Good Sam" (dog with medical issues that is fostered and treated through the Department's Good Samaritan Program, and eventually adopted if no owner claims the dog). Stray Cat will house and adequately care for and promote these dogs at the Center or through foster care until they are adopted to a new owner (including humane shelter, food, exercise, training, grooming, and marketing). Dogs pulled from the Department will be the property of Stray Cat, or Stray Cat's authorized subcontractor, until they are re-adopted to a new owner.
- 2. Stray Cat will pull directly from the Department a minimum of 200 cats and 800 unweaned kittens from the Department per year of this Agreement, for the purpose of finding them new homes. Stray Cat will house and adequately care for and promote

these cats and kittens at the Center, or through foster care, until they are adopted to a new owner (including humane shelter, food, exercise, training, grooming, and marketing). Cats pulled from the Department will be the property of Stray Cat, or Stray Cat's authorized subcontractor, until they are re-adopted to a new owner.

3. At least 5 dogs and 30 cats shall be housed, cared for, and available for adoption at the Center at all times. However, every cat and dog that is pulled from the Department will receive services at Jefferson Park at some point in their journey toward adoption. Cats in foster homes may return to Jefferson Park for weekly adoption events. Animals sent for fostering will remain available and advertised for adoption and will not count towards the housed dog and cat minimum.
4. To maintain its inventory of adoptable animals, Stray Cat will have the option to select from the total list of animals available to the Department's New Hope Partners (nonprofit humane or rescue organizations that have entered into a cooperative agreement with the Department to participate in the New Hope Program). Such a list shall be made available to Stray Cat at the same time it is provided to the other New Hope Partners or any other similar program in which animals are transferred from the Department's Animal Service Centers to rescue groups, on at least a weekly basis.
5. Stray Cat will only receive and house at the Center animals that are adopted from the Department. No other animals will be accepted, housed, or adopted out of the Center. If any person attempts to drop off a stray or surrendered animal at the Center, Stray Cat shall direct the person to the nearest Department-operated Animal Services Center. Notwithstanding this subsection:
 - a. Stray Cat may accept owner-surrendered or returned animals by a person who previously adopted the animal directly from Stray Cat at the Center.
 - b. The Department may authorize Stray Cat to accept stray or owner-surrendered animals at the Center under a remote impound, subject to the Department's instructions and in compliance with all applicable local and state laws.
6. Stray Cat has sole discretion to approve or reject proposed adoptions from the Center. Stray Cat shall ensure that all animals are appropriately placed with new owners, and shall disclose all known behavioral history (including bite history) to new owners.
7. Stray Cat will sell dog licenses to adopters and residents living in the City of Los Angeles. Stray Cat will collect and remit the \$20 or other applicable dog license fee to the Department and will be paid \$2.00 or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council, for each dog license sold consistent with the guidelines established by the Department.
8. Stray Cat will provide the Department with the name, address, and contact information of all adopters on a monthly basis, and use its best efforts to ensure that adopters residing in the City are in compliance with City laws governing the number of animals that may be kept by one person or at one property by not licensing more than the legally permissible number of dogs or cats to any person or at one property.
9. Stray Cat understands that, pursuant to California Food and Agriculture Code Sections 30503 and 31751.3, no public animal control agency or rescue group shall sell or give away to a new owner any dog or cat that has not been spayed or neutered, except

under limited circumstances. Stray Cat shall comply with Food and Agriculture Code Section 30503 and 31751.3, will be responsible for spaying or neutering unsterilized animals received from the Department, and will only adopt out dogs and cats that have been spayed or neutered.

10. Stray Cat may have animal supplies on-site for sale at the Center that adopters may need to transition their animal into their home. Such supplies and their costs shall be listed on the Pricing Sheet required under Section 2(E) of this Agreement.

B. Operation of Spay and Neuter Clinic and Related Veterinary Services

1. For the purposes of this Section 2(B), the following terms shall be defined as follows:

“Citywide Cat Program Voucher” or “CCP Voucher” A voucher, in an amount approved by the Los Angeles City Council, for the sterilization of a Free-Roaming cat in a colony or area located in the City of Los Angeles.

“Clinic” The Spay and Neuter Clinic at the Center.

“Day of Operation” Any day the Clinic is open for business as advertised under this Agreement, including spay and neuter days, wellness, or other days.

“Discount Coupon” A discount coupon issued to City of Los Angeles residents by the Department for the sterilization of an Owned Animal, in an amount approved by the Los Angeles City Council. Discount Coupons may be used to cover full or partial cost of sterilization off the Clinic’s regular cost of sterilization.

“Free Certificate” A free certificate issued to low-income City of Los Angeles residents by the Department for the sterilization of an Owned Animal, in an amount approved by the Los Angeles City Council. The Free Certificate covers the full cost of sterilization.

“Free-Roaming Cat” Unowned roaming cats, including feral and stray cats.

“Neuter” or “Neutering” The surgical castration of animal testicles.

“Owned Animal” A cat, dog, or rabbit owned by a member of the public who resides in the City of Los Angeles but excludes any Free-Roaming Cat, stray animal, or animal in the custody and care of an animal rescue or adoption organization.

“Spay” or “Spaying” The surgical removal of animal ovaries and/or uterus, also known as an ovariectomy.

“Sterilization,” “Sterilize” and “Surgery”

The Spaying or Neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia required during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures.

“Voucher”

A Discount Coupon or a Free Certificate issued to a Los Angeles resident by the Department for the sterilization of an Owned Animal, or a CCP Voucher issued by the Department for the sterilization of a Free-Roaming Cat.

2. Stray Cat, or its approved subcontractor, shall operate the Clinic at the Center and provide an annual minimum of 5,200 sterilization surgeries and related medical services for dogs and cats available for adoption in the Center, and for dogs and cats owned by the public, and provide low-cost vaccine services to well over 6,000 pets per year and low-cost wellness for over 1,600 pets per year at the Center for dogs and cats owned by the public.
3. Stray Cat, or its approved subcontractor, shall operate the Clinic according to all federal, state, and local laws; shall provide sterilization and related veterinary medical services for City Animals and Owned Animals as described herein; shall provide all staffing, equipment, and supplies required to operate the Clinic; shall obtain all permits, licenses, and registrations required to operate the Clinic; and shall coordinate with Department staff to provide these services, as stipulated herein. As set forth in Section 5 of this Agreement, Stray Cat may utilize a Department-approved subcontractor to perform these services. In particular, the services to be provided are as follows:
 - a. Stray Cat shall participate in the following Department Spay and Neuter Programs for the sterilization of dogs and cats eight weeks of age or older and two pounds or heavier by accepting Department-issued Vouchers to perform sterilization surgeries on dogs and cats. The Department will reimburse Stray Cat the face value of Vouchers as set forth in Section 2(B)(6) of this Agreement.
 - i. The Discount Coupon Spay/Neuter Program is for Owned Animals that are presented for sterilization with a Discount Coupon. Discount Coupons may be used to partially cover the cost of Stray Cat’s regular sterilization fee.
 - ii. The Free Certificate Spay/Neuter Program is for Owned Animals that are presented for sterilization with a Free Certificate. The Free Certificate covers the full cost of sterilization. There shall be no co-payment or additional fees for sterilization, uterine infections, pregnant and in-estrus animals, animals with retained testicle(s), or animals weighing more than 50 pounds.
 - iii. The Citywide Cat Program Spay/Neuter Program is for Free-Roaming Cats that have been trapped within the City of Los Angeles. The Citywide Cat Program Voucher covers the full cost of sterilization. No co-payment or additional fees for sterilization, uterine infections, pregnancy, estrus, and

retained testicle(s) shall be charged. Owned cats do not qualify for this Program.

b. Conditions Applicable to Specific Programs

i. Discount Coupons

- a) Discount Coupons are non-transferable, are not valid beyond the expiration date printed on the Discount Coupon, and must be presented to Stray Cat by the animal owner at the time of sterilization. Stray Cat shall require any person submitting a Discount Coupon to present identification sufficient to prove the person's name matches the name on the Discount Coupon.
- b) Discount Coupons may only be used for owned cats and dogs and are not valid for the sterilization of Free-Roaming Cats.
- c) Discount Coupons cannot be used for any veterinary service other than sterilization, nor in combination with a Free Certificate.
- d) Stray Cat, or its approved subcontractor, may charge a co-payment from an animal owner using a Discount Coupon and in accordance with the Department-approved Pricing Sheet.
- e) In addition to the sterilization surgeries, Stray Cat shall provide an E-collar and pain medication. Stray Cat shall administer core vaccinations (rabies and DA2PP or FVRCP) if needed at a discounted rate to the animal owner in accordance with the Department-approved Pricing Sheet.
- f) Ancillary services, such as flea and/or ear mite treatment, microchips, and antibiotics (prescribed on an as-needed basis) may be offered to animal owners at a cost in advance of procedure(s), in accordance with the Department-approved Pricing Sheet, and which the animal owner may accept or decline.
- g) Each Discount Coupon is valid for only one animal sterilization procedure.

ii. Free Certificates

- a) Free Certificates are non-transferable, are not valid beyond the expiration date printed on the Free Certificate and must be presented to Stray Cat by the animal owner at the time of sterilization. Stray Cat shall require any person submitting a Free Certificate to present identification sufficient to prove the person's name matches the name on the Free Certificate.
- b) No co-payment or additional fees may be charged to an animal owner using a Free Certificate for sterilization including, but not limited to, physical examination, uterine infection, pregnant or "in estrus" animals, animals with retained testicles, or animals weighing more than 50 pounds and after-care services such as suture removal, licking problems, infections, and other normal procedures.

- c) Free Certificates may only be used for owned cats and dogs and are not valid for the sterilization of Free-Roaming Cats.
- d) In addition to the sterilization surgeries, Stray Cat shall provide an E-collar and pain medication. Stray Cat shall administer core vaccinations (rabies and DA2PP or FVRCP) if needed at a discounted rate to the animal owner in accordance with the Department-approved Pricing Sheet.
- e) Ancillary services, such as flea and/or ear mite treatment, microchips, and antibiotics (prescribed on an as-needed basis) may be offered to animal owners at a cost in advance of procedure(s), in accordance with the Department-approved Pricing Sheet, and which the animal owner may accept or decline.
- f) Each Free Certificate is valid for only one animal sterilization procedure.

4. Surgical Sterilization Standards

a. Stray Cat shall:

- i. Perform at least 5,200 sterilization surgeries on cats and dogs that are eight weeks and older and weigh two pounds or more, every year of this Agreement.
- ii. Perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
- iii. Perform the above and other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - a) Stray Cat will conform to all surgical standards as required by the California Veterinary Medicine Practice Act ("CVMPA").
 - b) Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - c) Animals that are pregnant, in estrus, cryptorchidic, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of Stray Cat's veterinarian.
 - d) Animals of advanced age may require pre-surgical geriatric blood screening. Stray Cat may offer pre-surgical blood screening as an option for Owned Animals, which shall be in accordance with the prices listed the Department-approved Pricing Sheet, and only as otherwise authorized under this Agreement. Rejection of optional pre-surgical blood screening shall not be cause to refuse spay/neuter services of Owned Animals. Owners using Discount Coupons for an animal requiring pre-surgical, geriatric blood screening may be referred to a private veterinarian (at their own cost) prior to sterilization at Contractor's discretion.
 - e) If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization shall be charged.

5. Emergency Medical Treatment

- a. Stray Cat shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the animal owner, so long as such complications are discovered while the animal is under Stray Cat's care and control and are determined to be normally anticipated complications of surgical sterilization. Stray Cat shall retain responsibility and care for the animal until the complication is abated.
- b. Stray Cat shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of Stray Cat. Stray Cat will stabilize the animal in the event the animal needs to be transported to another private veterinary hospital, which will be at no additional cost to the animal owner if the emergency is determined to be related to or caused by the sterilization surgery.
- c. Charges for emergency medical treatment for Owned Animals in the care and control of Stray Cat pursuant to a Voucher but not caused as a result of the sterilization by Stray Cat require pre-authorization from the animal owner, as described in Stray Cat's form authorizing the sterilization surgery.

6. Voucher Reimbursement Rates

- a. The Department will reimburse Stray Cat, or its approved subcontractor directly, for eligible spay and neuter services rendered under this Agreement at the rates approved by the Board of Animal Services Commissioners and/or the Los Angeles City Council for Vouchers. The current approved reimbursement Voucher rates are as follows:

Spay/Neuter Type	Reimbursement Rates
Discount Coupon for Cats	\$30
Discount Coupon for Dogs and Rabbits	\$50
Free Certificate for Cats	\$120
Free Certificate for Dogs	\$195
Free Certificate for Rabbits	\$125
Citywide Cat Program Voucher	\$70

7. Care of Animals

- a. Stray Cat's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following any procedure performed at the Clinic until each animal's recovery status meets the conditions set forth by the CVMPA to send the animal home with his or her owner or transfer to the care of Department staff, depending on where the animal came from.
- b. Any Owned Animal that is left unclaimed by the animal's owner(s) at the end of the business day of the surgery shall be kept by the Clinic while reasonable efforts are made to contact the animal's owner. Stray Cat must follow the procedures

contained in California Civil Code Section 1834.5, and any other applicable law, for any animal that is deemed abandoned.

8. Release of Animals

- a. All animals shall be released to their owners with post-operative instructions, including emergency telephone numbers. Should complications occur, Stray Cat shall retain responsibility and care for the animal until the complication is abated.

9. Licensing

- a. Stray Cat will make reasonable efforts to assist the Department in its efforts to license all dogs within its jurisdiction by providing, along with any other reporting requirements, a monthly report on the dogs entrusted to their care for sterilization to include the following information:
 - i. Dog's name
 - ii. Breed of dog
 - iii. Owner's name
 - iv. Owner's address and phone number
 - v. Dog's license information or lack thereof
 - vi. Microchip information
- b. Stray Cat, or its Department-approved subcontractor, shall inform dog owners that a license is required by law and encourage and assist owners to obtain a license for dogs brought in for veterinary services by persons residing in the City of Los Angeles whose dogs are not licensed.

10. Microchips

- a. For Owned Animals brought into the Clinic by the public, Stray Cat shall offer microchips at a price listed on the Department-approved Pricing Sheet. Stray Cat shall provide the microchip number to the owner of an Owned Animal, and shall also provide the Department with the microchip number and owner information for all Owned Animals.

C. Other Animal Welfare Services

- 1. Stray Cat shall provide a kitten nursery and other animal welfare services at the Center, educational, outreach, training, and other related programs, including the following:
 - a. Stray Cat shall support a minimum of 1,500 cats through the Citywide Cat Program ("CCP") by referring community members to the CCP voucher program, loaning humane traps, and facilitating and performing spay/neuter surgeries, as set forth in Section 2(B).
 - b. Education, outreach, and development programs and other Animal Welfare Services:

- i. Stray Cat shall provide educational, outreach, development programs, and other animal welfare service-related programs at the Center, for members of the public, including the following:
 1. Emergency medical treatment of animals.
 2. Special Events, including:
 - a. Pet Adoption Events
 - b. Pet Health/Wellness Clinics
 - c. Free Public Education Classes
 - d. Microchip and Vaccine Clinics
 3. Dog Training Classes for dogs waiting to be adopted from the Center, for fostered dogs and for dogs with valid licenses belonging to the community.
 4. Training Services, which shall be geared towards community and large dog breeds.

c. Volunteer Program

- i. Stray Cat shall operate a Foster Program to facilitate placement of kittens into foster homes for specialized care until old enough for spay/neuter surgery and adoption.
- ii. Stray Cat shall operate a Clinic Volunteers/Workshop Training to develop career experience for persons interested in the veterinary field and provide community enrichment and possible school credit for enrolled students, and for volunteers to perform day-to-day duties of the clinic.

d. Dog Training Classes

Stray Cat shall provide a minimum of 60 free dog training classes to the South LA-area community every year of this Agreement.

2. Stray Cat shall obtain the Department's advance written approval before implementing any animal welfare programs and related services additional to those listed above in Section 2(C).

D. Days and Hours of Operation; Staffing

1. Stray Cat shall ensure that the Premises is open to the public and available to provide services a minimum of 30 hours per week. All hours and days of operation shall be subject to mutual agreement between Stray Cat and Department and shall be posted in a manner clearly visible to the public. Stray Cat may not change hours and days of operation without prior written approval from the Department, and such changes must be announced to the public no less than seven calendar days before they become effective. Stray Cat must notify Department of planned closures no less than 14 calendar days before the closure, and must post notice of said closure for public view. In the event that Stray Cat's veterinarian will be absent, Stray Cat may retain the temporary services of a licensed veterinarian to perform necessary surgeries in the

absence of Stray Cat's veterinarian, subject to Department disapproval. The Department reserves the right to have its own veterinary staff or other veterinarian perform said surgeries if Stray Cat's veterinarian is absent, and in such cases, Stray Cat shall reimburse the Department for these services.

2. Stray Cat shall provide sufficient staff for the operation of its activities on the Premises, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the City.

E. Fees to Public

1. Any fees charged by Stray Cat, or any of its Department-approved subcontractors, to members of the public for sterilization, microchipping, vaccinations, or any other services or supplies shall be in accordance with the prices listed in the Stray Cat's, or its Department-approved subcontractor's, pricing sheet ("Pricing Sheet"). Stray Cat's current Department-approved pricing sheet is attached hereto as Exhibit 3 and incorporated and made part of this Agreement, and only as otherwise authorized under this Agreement. Stray Cat shall separately obtain Department pre-approval of any Department-approved subcontractor pricing sheet.
2. Any changes to the types of services, pricing, and other information listed in the Pricing Sheet shall require the Department's advanced written approval. Stray Cat shall make such request at least 30 days prior to the effective date of the new pricing or other changes. If approved, Stray Cat shall post a notice informing the public of any new pricing or services in a conspicuous place in the Clinic and, if applicable, on Stray Cat's website. The notice shall indicate the effective date of any new pricing. The Department encourages pricing that maximizes the public's ability to obtain needed services for their pets.

F. Costs and Expenses

1. The cost of setting up, staffing, maintaining, and performing the services under this Agreement shall be the sole responsibility of Stray Cat and at no cost to the City. Stray Cat shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Center, including all food, medical supplies, medicines, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other necessary tools, instruments, supplies, and equipment. Stray Cat shall maintain in good working order, at its own expense, all equipment used in the operation of the Center, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

G. Housing of Overflow Animals

1. The Department may use the Premises space to temporarily house overflow animals in the event of emergencies requiring temporary holding spaces for large animals or a large number of animals. In addition, the Department may house animals that are being transferred to other municipalities or organizations outside of Los Angeles City or County. Stray Cat shall cooperate with the Department to make excess kennel and such other spaces available.
2. Such use by the Department will count toward the minimum of animals that Stray Cat is required to house at the Center. Stray Cat shall house more than one animal per

kennel space when such housing is feasible and safe and maintain the Center in a manner that provides adequate space for such Department use.

H. Additional Obligations

1. Stray Cat shall comply with all Department policies and procedures, as well as all federal, state, county, and local laws, regulations, orders, and mandates. Stray Cat's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes.
2. Stray Cat shall abide by the standards of animal care set forth in *The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters, Second Edition- December 2022*, published by the Association of Shelter Veterinarians.
3. The Contractor will conform to all medical or surgical standards as required by the California Veterinary Medicine Practice Act ("CVMPA").
4. Stray Cat shall maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, care, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by the Department at the inception of this Agreement and at all times during the term of this Agreement. Stray Cat shall post this protocol in a public area at all times.

SECTION 3. LICENSE TO USE PREMISES

- A. Stray Cat shall execute and fully comply with all provisions of the License to Use the Premises of the Jefferson Park Animal Services Center ("License"), which is attached as Exhibit 2 and incorporated and made part of this Agreement.
- B. Termination of this Agreement shall cause the License to be terminated immediately and concurrently, and termination of the License shall cause this Agreement to be terminated immediately and concurrently.

SECTION 4. STANDARD PROVISIONS FOR CITY CONTRACTS

- A. Stray Cat shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 1/25, v.2), ("Standard Provisions"), which is attached as Exhibit 1 and incorporated and made part of this Agreement.

SECTION 5. SUB-AGREEMENTS

- A. Stray Cat may enter into sub-agreement with third parties, including but not limited to other non-profit organizations, to assist it in providing spay and neuter services and animal welfare programs at the Center. Any such sub-agreement shall reflect the rights and obligations of Stray Cat pursuant to this Agreement and further, such sub-agreement and third party must be pre-approved in writing by the Department and GSD. In spite of any such Department-approved sub-agreement, Stray Cat shall still be responsible for ensuring compliance with all aspects of this Agreement and the attached License. In any such sub-agreement, sub-licensee shall procure insurance naming the City as an additional insured and further, shall indemnify and hold City and Department harmless from any injury and damages resulting from the activity and sub-agreement.

SECTION 6. NOTICES

- A. Any written notices under this Agreement shall be addressed as follows:

To City:

City of Los Angeles
Department of Animal Services
Annette Ramirez, Interim General Manager
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Email: annette.ramirez@lacity.org
Email: Ani.contracts@lacity.org

To Stray Cat:

Stray Cat Alliance
Attn: Christienne Metropole, CEO and President
P.O. Box 661277
Los Angeles, CA 90066
Email: operations@straycatalliance.org
and christi@straycatalliance.org

- B. Formal notices, demands, and communications required hereunder by any Party shall be made in writing and communicated by U.S. mail or email.
- C. If the name, address, or contact information of the person designated to receive the notices, demands, and communications changes, written notice shall be given to the other Parties within five business days of said change.

SECTION 7. INCORPORATION OF EXHIBITS

- A. This Agreement and incorporated documents represent the entire integrated Agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are attached to, incorporated in, and made part of this Agreement by reference:
1. This Agreement;
 2. Exhibit 1 – Standard Provisions
 3. Exhibit 2 – License
 4. Exhibit 3 – Pricing Sheet
- B. In the event of any inconsistency between any of the provisions of this Agreement and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: (1) This Agreement exclusive of attachments, (2) Exhibit 1, (3) Exhibit 2, (4) Exhibit 3.

(Signature Page Follows)

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and send by e-mail shall be deemed original signatures.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**The City of Los Angeles,
Department of Animal Services**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By _____
Annette G. Ramirez, Interim General Manager

Date: _____

**APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney**

By _____
Deputy City Attorney

Date _____

**ATTEST:
PATRICE Y. LATTIMORE, City Clerk**

By _____
Deputy City Clerk

Date _____

Stray Cat Alliance

By _____
Christienne Metropole, CEO and Founder

Date _____

By _____

Date _____

Approved Signature Methods

(1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer; or

(2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors, or a copy of the Bylaws, authorizing the individual to sign.

Los Angeles City Business Tax License Number: 0003325790

IRS Taxpayer Identification Number: 83-0757621

EXHIBIT 1

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	2
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Stray Cat AllianceDate: 04/02/2026

Agreement/Reference: Animal Adoption, Veterinary and Welfare Services at the Los Angeles Jefferson Park Animal Services Center
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** At least \$2,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000

☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 months period

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☐ **Pollution Liability**
☐ _____

☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**

Other: 1) If a contractor has no employees and decides to not cover themselves for Workers' Compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.htm>

2) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT 2

**SUMMARY OF LICENSE TO USE THE PREMISES
AT JEFFERSON PARK ANIMAL SERVICES CENTER
3612 11TH AVENUE
LOS ANGELES, CA 90018**

For information purposes only - not part of License

LAND NO.:

CF NO.:

Council Approval Date:

EBO STATUS:

OCC Date:

LWO STATUS:

OCC Date:

SDO STATUS: SDO Affidavit Receipt Date:

EEO STATUS: EEO/AA Certification Receipt Date: _____

NOTE: This license exceeds the EEO threshold, requiring submission of an Affirmative Action Plan.

CITY ATTORNEY

SIGNATURE:

PREMISES Jefferson Park Animal Services Center

ADDRESS: 3612 11th Avenue, Los Angeles, CA 90018

LICENSOR: CITY OF LOS ANGELES
Department of General Services

Client: Department of Animal Services
Contract Unit 213/482-9574

LICENSEE: Stray Cat Alliance
P.O. Box 661277
Los Angeles, CA 90066
Christinenne Metropole, CEO and President
(310) 283-6235
christi@straycatalliance.org

USE: Jefferson Park Animal Services Center providing services pursuant to a services agreement.

TERM: Pursuant to the Personal Services Agreement.

CONSIDERATION: Operate the Jefferson Park Animal Services Center

SECURITY \$3,000
DEPOSIT:

FORM: GENERIC.107 (7/14/00))

LICENSE

To Use the Premises of Jefferson Park Animal Service Center
3612 11th Avenue
Los Angeles, CA 90018

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE 1. BASIC LICENSE PROVISIONS.....	1
1.1 Capacity Of CITY As Owner.....	1
1.2 Execution Date	1
1.3 Title To Premises.....	1
1.4 No Interest In Real Property.....	1
1.5 Acknowledgment Of Taxable Interest	1
ARTICLE 2. USE AND OPERATIONS.....	2
2.1 Joint Use.....	2
2.2 Hours Of Business; Continuous Operation	2
ARTICLE 3. TERM	2
3.1 Term	2
3.2 Options To Extend.....	2
3.3 Holdover	2
ARTICLE 4. NOTICES	2
4.1 Notices - Where Sent	2
ARTICLE 5. CONSIDERATION	3
5.1 Consideration	3
ARTICLE 6. MAINTENANCE AND REPAIR.....	3
6.1 Maintenance and Security	3
6.2 Janitorial	3
6.3 No Repair Obligation By CITY.....	3
6.4 Rights Reserved By CITY	3
6.5 Pest Control Measures and Obligations	4
ARTICLE 7. UTILITIES.....	4
7.1 Electricity, Gas, Water And Telecommunications	4
7.2 Air Systems	5
ARTICLE 8. COMPLIANCE WITH ALL LAWS AND REGULATIONS	5
8.1 Compliance With Statutes And Regulations	5
8.2 Americans With Disabilities Act.....	5
8.3 Hazardous Materials	5
8.4 Hazardous Materials Notification.....	6
ARTICLE 9. RENOVATIONS AND ALTERATIONS	6
9.1 Renovations And Alterations	6
9.2 As Built Drawings	6
9.3 Removal Of Personal Property.....	6
9.4 Claims/Nonresponsibility And Work Commencement Notices.	6
ARTICLE 10. INSURANCE AND INDEMNIFICATION	7
10.1 Insurance.....	7
10.1.1 General Liability Insurance.....	7
10.1.2 Improvements or Alterations Insurance	7
10.1.3 Workers' Compensation and Employer's Liability.....	7
10.1.4 LICENSEE's Property	7
10.1.5 Notice Of Reduction In Insurance	7

10.1.6	Default.....	7
10.1.7	Adjustment Of Insurance Levels	8
10.2	Waiver Of Subrogation	8
10.3	Indemnification	8
ARTICLE 11.	SECURITY DEPOSIT	8
11.1	Security Deposit	8
11.2	Return Of Security Deposit.....	8
ARTICLE 12.	ASSIGNMENT AND SUBLICENSING	9
12.1	Assignment Prohibited	9
ARTICLE 13.	DAMAGE OR DESTRUCTION	9
13.1	Total Destruction	9
13.2	Partial Destruction Of Premises	9
13.3	Waiver	9
13.4	Termination.....	9
ARTICLE 14.	DEFAULT AND TERMINATION	9
14.1	Default	9
14.2	Default of Service Agreement (Cross-default)	9
14.6	Surrender of Premises.	10
14.7	Condition of Surrendered Premises	10
14.9	Cumulative Remedies/Waiver	10
ARTICLE 15.	MANDATORY CITY REQUIREMENTS	10
15.1	Standard Provisions for City Contracts	10
15.2	Ordinance Language Governs	10
ARTICLE 16.	MISCELLANEOUS PROVISIONS	10
16.1	Adult Supervision	10
16.2	Amendment Of License.....	10
16.3	Approval For Displays	10
16.4	Binding Effect.	11
16.5	Captions, Table Of Contents, And Index.....	11
16.6	CITY's Right Of Entry	11
16.7	Conflict Of Laws And Venue	11
16.8	Consent/Duty To Act Reasonably	11
16.9	Corporate Resolution	11
16.10	Covenants And Agreements	11
16.11	Days	11
16.12	Exhibits - Incorporation In License.	12
16.13	Force Majeure	12
16.14	No Partnership Or Joint Venture	12
16.15	No Relocation Assistance	12
16.16	Parking	12
16.17	Partial Invalidity	12
16.18	Prior Agreement/Amendments	12
16.19	Quiet Enjoyment.....	12
16.20	Receivership Or Bankruptcy.....	12
16.21	Severability	13
16.22	Successors In Interest.....	13
16.23	Time.....	13

LICENSE TO USE THE PREMISES OF Jefferson Park Animal Services Center

at
3612 11th Avenue
Los Angeles, CA 90018

PREAMBLE

The **CITY OF LOS ANGELES** ("**CITY**"), enters into this agreement ("**LICENSE**") by and through its Department of General Services ("**GSD**"), and with the cooperation and consent of its Department of Animal Services ("**DEPARTMENT**") as Licensor, for and in consideration of Stray Cat Alliance ("**CONTRACTOR**" or "**LICENSEE**") providing the services to the community specified in Article 5.1, below, and of the keeping and performance by LICENSEE of the provisions and conditions hereof, gives permission to LICENSEE to use real property located at 3612 11th Avenue, Los Angeles, CA 90018 ("**PREMISES**"), and specifically described as the Jefferson Park Animal Services Center ("**CENTER**"), Contract No. _____ ("**PERSONAL SERVICES AGREEMENT**") as Exhibit B and incorporated herein by this reference, owned and under the jurisdiction of GSD and under the control and direction of DEPARTMENT for the purpose of providing services as specified in the PERSONAL SERVICES AGREEMENT. PREMISES is licensed to LICENSEE on an "as is" and non-exclusive basis, with no obligation on the part of GSD or DEPARTMENT to modify or alter the PREMISES.

THE FOREGOING PERMISSION is given upon and subject to the following provisions and conditions:

ARTICLE 1. BASIC LICENSE PROVISIONS

1.1. **Capacity of CITY as Owner.** Except where clearly and expressly provided otherwise in this LICENSE, the capacity of the City of Los Angeles in this License shall be as the property owner only, and all obligations or restrictions, if any, imposed by this LICENSE on CITY shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law. Nothing in this Section or this LICENSE shall be construed as abrogating or limiting any immunities or exemptions which the City of Los Angeles is entitled under the law.

1.2. **Execution Date.** The defined term "**Execution Date**" shall mean the date the Office of the City Clerk of Los Angeles attests this LICENSE.

1.3. **Title to PREMISES.** LICENSEE hereby acknowledges that title to the Premises vests with CITY, and agrees never to assail or resist the same, and further agrees that LICENSEE's use and occupancy of the Premises shall be restricted to the purposes of this LICENSE and the permission given under this LICENSE.

1.4. **No Interest in Real Property.** LICENSEE hereby acknowledges that this LICENSE is a license only and does not constitute a lease of or any interest in real property.

1.5. **Acknowledgment of Taxable Interest.** No fee interest in real property is hereby conveyed; however, by executing this LICENSE and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. LICENSEE acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided. LICENSEE acknowledges that by this Article

it has been informed of the necessity of filing a claim for exemption to obtain any available exemptions from said tax, and has also been advised that exemption from taxes may not be granted, and that GSD has no control as to whether or not such exemption will be granted.

ARTICLE 2. USE AND OPERATIONS

2.1. **Joint Use.** The right and permission of LICENSEE is subordinate to the prior and paramount right of DEPARTMENT to use said real property for the public purposes to which it now is and may, in the sole discretion of GSD, be devoted. LICENSEE undertakes and agrees to use the PREMISES and to exercise this LICENSE jointly with GSD and DEPARTMENT, and will at all times exercise this LICENSE in such manner as will not injure or interfere with the full use and enjoyment of the PREMISES by DEPARTMENT. PREMISES shall be used by LICENSEE only for those services expressly stated in the PERSONAL SERVICES AGREEMENT. Any other use shall be prohibited, except by the prior written consent of GSD and DEPARTMENT.

2.2. **Hours of Business; Continuous Operation.** Hours of business shall be specified in the PERSONAL SERVICES AGREEMENT.

ARTICLE 3. TERM

3.1. **Term.** The Term of this License ("Term") shall be concurrent with the term of the PERSONAL SERVICES AGREEMENT, including any extensions, unless terminated earlier pursuant to this LICENSE.

3.2. **Extensions/Renewals.** If the DEPARTMENT duly executes any of the PERSONAL SERVICE AGREEMENT's renewal or extension options in accordance with the terms of the PERSONAL SERVICES AGREEMENT, the TERM of this LICENSE shall remain concurrent with the duly executed renewal or extension options, unless otherwise terminated earlier by GSD pursuant to Article 14 of this LICENSE. In no event shall LICENSEE have any extension right if then in default under this LICENSE (with any applicable cure period having expired).

3.3. **Holdover.** If LICENSEE continues to use the PREMISES beyond the authorized TERM without GSD's and DEPARTMENT's written consent, LICENSEE shall be deemed to be a licensee at sufferance.

ARTICLE 4. NOTICES

4.1. **Notices - Where Sent.** All notices given under this LICENSE which are mailed or telecopied shall be addressed to the respective parties as follows:

To GSD:
City of Los Angeles
c/o Department of General Services
Real Estate Services Division
E. Amy Benson, Director
Suite 201, City Hall South, 111 East First Street
Los Angeles, California 90012
Email: amy.benson@lacity.org

with a courtesy copy of any notice to:
Office of the City Attorney
Real Property/Environment Division
700 City Hall East
200 North Main Street
Los Angeles, California 90012
Telecopier: 213/978-8217

To DEPARTMENT:
City of Los Angeles
c/o Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Email: ani.contracts@lacity.org

To LICENSEE:
Stray Cat Alliance
P.O. Box 661277
Los Angeles, California 90066
Email: christi@straycatalliance.org

ARTICLE 5. CONSIDERATION

5.1. **Consideration.** In consideration of this LICENSE, LICENSEE hereby agrees to provide those services at the PREMISES and abide by the terms of the PERSONAL SERVICES AGREEMENT. LICENSEE and GSD agree that this LICENSE will terminate immediately upon the termination of said PERSONAL SERVICES AGREEMENT for any purpose whatsoever.

ARTICLE 6. MAINTENANCE AND REPAIR

6.1. **Maintenance and Security.** GSD shall maintain in good order, condition, and repair the PREMISES and every part thereof, including, but not limited to: windows and plate glass windows; interior and exterior walls; floors and ceilings; interior and exterior doors; fixtures; electrical facilities and equipment; plumbing fixtures and plumbing; and restrooms. Notwithstanding the foregoing, LICENSEE shall be liable for damage to the PREMISES arising from pest infestations as provided in Section 6.5. GSD agrees to maintain and repair, at GSD's sole cost and expense, all of GSD's Improvements on the PREMISES. LICENSEE may not change the locks without the prior written consent of GSD, which consent shall be given by GSD in its sole and absolute discretion and which consent shall require that GSD and DEPARTMENT be provided with a complete set of all new keys.

6.2. **Janitorial.** LICENSEE shall be responsible for providing and paying for its own janitorial/cleaning/housekeeping services. LICENSEE shall keep clean the PREMISES and every part thereof, including, but not limited to, windows, interior walls, floors and ceilings, doors, fixtures, appliances, plate glass windows and restrooms. LICENSEE shall promptly remove non-hazardous trash and waste generated from its operations, to an appropriate trash dumpster as designated by the DEPARTMENT.

6.3. **No Repair Obligation by GSD.** Notwithstanding GSD's obligation to maintain the PREMISES in good working order as stipulated in Article 6.1, GSD shall have no further obligation to repair, remodel, replace, and/or reconstruct any improvement on the PREMISES. In the event the PREMISES becomes unusable for the purposes provided herein, GSD, DEPARTMENT, and LICENSEE shall meet and discuss necessary repairs or remodeling to restore PREMISES to a usable condition. If no agreement can be reached, however, LICENSEE's sole remedies shall be to either correct the deficiencies at its own expense or to terminate this LICENSE upon thirty (30) days prior written notice to GSD, and LICENSEE waives any other remedy, whether in damages or in specific performance.

6.4. **Rights Reserved by GSD.** Without limiting any rights GSD may otherwise have under this LICENSE, GSD specifically reserves the right from time to time, subject to its use of reasonable efforts to minimize interference with LICENSEE's use and occupancy of the PREMISES and without compensation to LICENSEE for inconvenience or otherwise:

(a) To install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires, fixtures and appurtenant meters and equipment for service to the PREMISES and/or other parts of the Building, in which case GSD shall have responsibility for the disturbance, if any, of asbestos resulting therefrom; and

(b) To make changes to the PREMISES design and layout, including without limitation, changes in the location, size, shape and number of entrances, loading and unloading areas, ingress, egress, direction of traffic, walkways, and parking areas.

(c.) To enter the PREMISES and inspect the load, layout and energy usage of all equipment, appliances and all other items utilizing electricity to ensure that the circuit capacity of each room is not being overused or overdrawn that may result in any electrical damage.

6.5 **Pest Control Measures and Obligations.** In addition to Licensee's obligations contained above, LICENSEE shall, at its own expense, be responsible for maintaining the PREMISES in a clean, sanitary and safe condition to prevent the infestation of pests, such as insects, rodents, and other organisms that present a potential or actual hazard to individuals, animals, or the PREMISES.

(a) LICENSEE shall adhere, but not be limited to, the following measures:

(1) LICENSEE shall conduct food preparation, storage, and service in compliance with relevant federal, state, and local law, and shall store all food in adequate, air-tight metal containers kept at least three inches off the ground.

(2) LICENSEE shall keep the PREMISES clean and free of debris, litter, unnecessary items, dirt, organic waste and clutter or other objects or conditions that present a potential or actual hazard to the health, safety, or welfare of individuals and animals. Licensee shall implement appropriate trash removal services and keep all trash receptacles closed and inaccessible to potential pests.

(3) Entry doors, storage doors, and building doors on the PREMISES shall be kept closed at all times and shall not be propped open or obstructed from normal operation, except when in use by LICENSEE pursuant to this Agreement.

(4) LICENSEE shall regularly inspect the PREMISES for any maintenance issues or needed repairs, including, but not limited to, holes in the structure of the PREMISES so that any such holes can be immediately patched.

(5) LICENSEE shall maintain the exterior areas of the PREMISES in a neat, clean, and orderly condition, including but not limited to, landscaping, which shall be kept trim and free from overgrowth.

(6) LICENSEE shall schedule and conduct regular pest control measures to prevent pests on the PREMISES.

(b) LICENSEE shall regularly monitor and inspect the PREMISES for pests and for potential conditions that may lead to pests. Upon discovery of pests or any signs of potential pests (e.g., droppings, visible insects, scratching noises, damage to the PREMISES), LICENSEE shall (i) provide written notice to the Department within 48 hours of discovery; (ii) cooperate fully with and undertake all efforts and tasks required by the Department; and (iii) eradicate all pests in a satisfactory manner at its own expense within 30 days of discovery, or such other time as approved by the Department. LICENSEE'S obligation to eradicate pests shall survive expiration or termination of this Agreement for pests originating during the term of this Agreement. If LICENSEE fails to eradicate all pests to the reasonable satisfaction of City, City may, but shall not be obligated to, manage such eradication and send LICENSEE a written demand for payment of costs.

(c) LICENSEE shall be liable for any and all costs, expenses, injuries and damages attributable in any way to pests on the PREMISES, including, but not limited to, the cost of repair of damage to any part of the PREMISES. LICENSEE shall reimburse City for expenditure of funds due to any such costs, expenses, injuries or damages within 7 days of receipt of a written demand from City. LICENSEE shall indemnify and hold harmless City from and against all suits and causes of action, claims, losses, demands, and expenses attributable in any way to pests, and this obligation to indemnify shall survive expiration or termination of this Agreement.

(d) City shall not be liable for obligations under this Agreement, such as maintenance obligations, to the extent any such obligation, and City's ability to comply therewith, is impaired or impacted in any way due to pests.

ARTICLE 7. UTILITIES

7.1. **Electricity, Gas, Water and Telecommunications.** Electricity, natural gas and hot and cold water shall be furnished to LICENSEE by GSD at no cost to LICENSEE. LICENSEE shall be

responsible for arranging for the provision of any telecommunications services to the PREMISES, including, without limitation, telephone, Internet, and cable service. Charges for all telecommunications supplied to the PREMISES shall be paid by LICENSEE.

7.2. **Air Systems.** GSD shall provide, operate, repair and maintain a heating, cooling, and control system ("HVAC") serving the PREMISES, subject to the provisions of Section 6.5.

ARTICLE 8. COMPLIANCE WITH ALL LAWS AND REGULATIONS

8.1. **Compliance with Statutes and Regulations.** LICENSEE warrants and certifies that in the performance of this LICENSE, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, and the County and the City of Los Angeles, including laws and regulations pertaining to building, labor, wages, hours, and other conditions of employment. LICENSEE must comply with all new or revised laws, regulations and/or procedures that apply to the performance of this LICENSE.

8.2. **Americans with Disabilities Act.** LICENSEE shall construct all improvements and operate upon the Premises in a manner which is in compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively "the ADA").

8.3. **Hazardous Materials.** As used in this License the defined term "Hazardous Materials" shall mean any hazardous or toxic substances, biohazards, medical wastes, or other materials or wastes that are or become regulated by the United States, the State of California, or any local government authority having jurisdiction over the PREMISES. Without limiting any of the obligations described above, LICENSEE shall not use or permit the PREMISES or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials without GSD's prior written consent, which may be denied at GSD's sole discretion, and then, in any of the foregoing cases, only in compliance with all laws and regulations with respect to Hazardous Materials (the "Environmental Regulations") (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-To-Know Act, as amended (together, with the regulations promulgated thereunder, "Title III") (42 U.S.C. § 11011, et seq.) and any so-called "Superfund" or "Superlien" law), nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any sublicensee, the storage, transportation, disposal or use of Hazardous Materials or the release or threat of release of Hazardous Materials on, from or beneath the PREMISES or onto any other property. Upon the occurrence of any such release or threat of release of Hazardous Materials, LICENSEE shall promptly notify GSD and DEPARTMENT, and thereafter commence and perform, without cost to GSD, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the PREMISES or other property, in strict compliance with all Environmental Regulations. Nothing in this License shall prohibit LICENSEE from the transportation to and from, and the use, storage, maintenance, and handling within, the PREMISES of substances customarily used in connection with the services provided under the PERSONAL SERVICES AGREEMENT, provided: 1) such substances shall be used and maintained only in such quantities as are reasonably necessary for the permitted use of the PREMISES set forth in Article 2.1 of this LICENSE, strictly in accordance with applicable laws and the manufacturers' instructions therefor; 2) such substances shall not be disposed of, released, or discharged at the PREMISES, and shall be transported to and from the PREMISES in compliance with all applicable laws, and as GSD shall reasonably require; 3) if any applicable law or GSD's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, LICENSEE shall make arrangements for such disposal directly with a qualified and licensed disposal company at a lawful disposal site and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the PREMISES; and 4) any remaining such substances shall be completely, properly, and lawfully removed from the PREMISES upon expiration or earlier

termination of this LICENSE.

8.4. **Hazardous Materials Notification.** California Health and Safety Code section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property, prior to the lease or rental of that real property or when the presence of such release is actually known, to give written notice of that condition to the lessee or renter. California Health and Safety Code Section 25359.7(b) requires any licensee of real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property to give written notice of such condition to the owners. GSD and LICENSEE shall comply with the requirements of Section 25359.7 and any successor statute thereto and with all other statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to Hazardous Materials.

8.5 **Safety Deficiencies and/or Violations.** LICENSEE shall correct safety deficiencies and violations of safety practices immediately, or notify DEPARTMENT of said safety deficiencies and/or violations.

ARTICLE 9. RENOVATIONS AND ALTERATIONS

9.1. **Renovations and Alterations.** Any renovation or alteration which is made to the PREMISES or the Building by LICENSEE shall be at its own cost and expense and the construction shall in accordance with plans and specifications approved prior to such renovation or alteration by GSD and DEPARTMENT. GSD may deny permission for any renovation or alteration without stating any cause, unless such renovation or alteration is required by a governmental authority having jurisdiction therefore, in which case permission shall not be unreasonably withheld. All renovations, alterations and improvements of any kind, excepting LICENSEE's personal property and trade fixtures, shall immediately become part of the PREMISES and shall be owned by GSD. If a renovation or alteration to the PREMISES or the PREMISES building is required to ensure that LICENSEE's operations are compliant with federal, state, or local laws or regulations, GSD and DEPARTMENT shall, in good faith, negotiate with LICENSEE to determine a mutually-acceptable and mutually feasible course of action.

9.2. **"As Built" Drawings.** LICENSEE shall submit to GSD and DEPARTMENT reproducible "as built" drawings of all improvements approved pursuant to this LICENSE and constructed on the PREMISES.

9.3. **Removal of Personal Property.** Trade fixtures, equipment, furnishings and other personal property installed or placed on the PREMISES at the cost of LICENSEE shall be property of LICENSEE unless otherwise specified in this LICENSE or in the PERSONAL SERVICES AGREEMENT. If, within seven (7) days of the termination of this LICENSE, LICENSEE fails to remove any of such property, DEPARTMENT may, at DEPARTMENT's option, retain all or any of such property, and title thereto shall thereupon vest in DEPARTMENT; or DEPARTMENT may remove from the PREMISES and dispose of in any manner all or any of such property without any responsibility to LICENSEE for damage or destruction to said property. In the latter event, LICENSEE shall pay to GSD upon demand the actual expense of such removal and disposition and the cost of repair of any and all damages to the PREMISES resulting from or caused by such removal.

9.4. **Claims/ Nonresponsibility and Work Commencement Notices.** Nothing contained in this LICENSE shall constitute any consent or request by GSD, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the PREMISES and/or any or all improvements thereon or any part thereof, or as giving LICENSEE any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against CITY. GSD shall have the right at all times to post and keep posted on the PREMISES any notices permitted or required by law, or which GSD shall deem proper for the protection of CITY and the PREMISES, and any other party having an interest therein, from mechanics' and materialmen's liens, and LICENSEE shall give to GSD at least ten (10) business days prior written notice of the expected date of commencement of and work relating to alterations

or additions to the PREMISES.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1. **Insurance.** LICENSEE, at LICENSEE's own cost and expense, shall, prior to any use of the PREMISES, secure from an insurance company or companies licensed in the State of California and maintain during the entire Term and any extension or holdover of this LICENSE, the insurance coverage for the PREMISES not less than the amounts and types required under the PERSONAL SERVICES AGREEMENT, and as follows:

10.1.1. **General Liability Insurance.** LICENSEE shall provide and maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence with no general aggregate. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate) and should provide coverage for premises and operations, contractual, personal injury, independent contractors, products/completed operations and fire legal liability. Proof of current insurance must be submitted to CITY prior to LICENSEE's use of the PREMISES, and upon written request of the CITY. The City of Los Angeles, its boards, officers, agents and employees, shall be named as additional insured on an Additional Insured Endorsement to all General Liability insurance required herein. LICENSEE shall furnish CITY with evidence of insurance showing the extent of such insurance. Should a casualty occur, the proceeds of the policy or policies of fire and extended coverage insurance shall be used to restore the PREMISES and the fixtures and inventory providing that the PREMISES remain open to public use or will be opened to public use. Such policy or policies of insurance shall include the City of Los Angeles as Loss Payee as its interests may appear.

10.1.2. **Improvements or Alterations Insurance.** Before any improvements, alterations, or construction work of any kind are performed by LICENSEE, LICENSEE shall obtain and maintain, at LICENSEE's expense, liability and worker's compensation insurance adequate to fully protect CITY as well as LICENSEE from and against any and all liability for death of or injury to any person or for loss or damage to property caused in or about or by reason of LICENSEE's construction. In addition, LICENSEE shall carry "Builder's All Risk" insurance in an amount reasonably approved by CITY covering the construction of such Alterations.

10.1.3. **Workers' Compensation and Employer's Liability.** LICENSEE shall provide and maintain Worker's Compensation coverage in the amount required by statute and Employer's Liability coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate).

10.1.4. **LICENSEE's Property.** CITY will not insure LICENSEE's equipment, stored goods, other personal property, fixtures, or licensee improvements, nor such personal property owned by LICENSEE's sublicensees or assignees, if any, or invitees. CITY shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the PREMISES by LICENSEE caused by fire or other casualty, or to replace any such personal property or trade fixtures. LICENSEE may, at LICENSEE's sole option and expense, obtain physical damage insurance covering LICENSEE's equipment, stored goods, other personal property, fixtures or LICENSEE improvements or obtain business interruption insurance.

10.1.5. **Notice Of Reduction In Insurance.** All insurance policies required under this LICENSE shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice by receipted delivery has been given to City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012.

10.1.6. **Default.** If insurance is canceled, lapsed, or reduced below minimums required in this Article, CITY may consider this LICENSE to be in default and may terminate it. Termination shall occur at the expiration of a three (3) day notice given in accordance with the provisions of the Code

of Civil Procedure section 1162. At the termination of three (3) days or sooner, the LICENSEE shall vacate the PREMISES and the LICENSEE shall have no right to possess or control the PREMISES or the operations conducted therein. If the LICENSEE does not vacate, CITY may utilize any and all court proceedings to obtain a right to possession.

10.1.7. **Adjustment of Insurance Levels.** CITY may, from time to time during the Term or any extension or holdover of this LICENSE, applying generally accepted risk management principles, change the amounts and types of insurance required hereunder upon giving LICENSEE ninety (90) days prior written notice.

10.2. **Waiver of Subrogation.** Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

10.3. **Indemnification.** Except for the active negligence or willful misconduct of CITY, LICENSEE undertakes and agrees to defend, indemnify, and hold harmless CITY and any and all of CITY's boards, commissions, officers, agents, employees, assigns, and successors in interest and at the option of the CITY, defend by counsel satisfactory to the CITY, from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorneys' fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including LICENSEE's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors, omissions, or willful misconduct on the part of LICENSEE, sublicensees, assignees, contractors, subcontractors or invitees of LICENSEE, arising out of or relating to: (1) the use of the PREMISES and its facilities, (2) any repairs or alterations which LICENSEE may make upon the PREMISES, or (3) this LICENSE. LICENSEE's obligation to indemnify CITY and save CITY harmless shall include the retention and payment of reasonable legal counsel and investigative services and the payment of all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made in or has been made. LICENSEE's obligation to indemnify CITY and save CITY harmless shall include the retention and payment of reasonable legal counsel and investigative services and the payment of all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made in or has been made.

ARTICLE 11. SECURITY DEPOSIT

11.1. **Security Deposit.** LICENSEE shall maintain on deposit with GSD throughout the Term of this LICENSE a deposit in cash as security for the performance of LICENSEE's obligations under this LICENSE ("Security Deposit"). Initially, the amount of the Security Deposit shall be Three Thousand Dollars (\$3,000). CITY shall hold the Security Deposit, and GSD and DEPARTMENT shall have the right at any time to apply part or all of the Security Deposit to repair damages to the PREMISES resulting from LICENSEE's occupancy, to clean the PREMISES upon termination of this License, and any expense, loss, or damage that GSD may suffer because of LICENSEE's default under this LICENSE. LICENSEE shall be obligated to maintain the Security Deposit at its full amount, and GSD, upon sixty (60) days prior written notice, may require LICENSEE to deposit an additional amount where events reasonably require an increase in the amount of the Security Deposit. Upon termination of this License, GSD may utilize all or part of the Security Deposit to restore the PREMISES to its original condition, less normal wear and tear. Neither the Security Deposit nor its application by GSD shall be a bar or defense to any action in unlawful detainer or to any action which CITY may at any time commence for a breach of any of the covenants or conditions of this LICENSE. CITY's obligation with respect to the security deposit are those of a debtor and not a trustee. CITY can maintain the security deposit separate and apart from DEPARTMENT's general funds or can commingle the security deposit with DEPARTMENT's general fund or other funds. DEPARTMENT shall not pay LICENSEE interest on the security deposit.

11.2. **Return of Security Deposit.** GSD shall retain any portion of the Security Deposit which may properly be utilized by GSD for the purposes described in this Article and shall return the balance of the

Security Deposit to LICENSEE upon termination of this License by reason of (1) damage or destruction of the PREMISES, or (2) default on the part of GSD, or upon the any other termination of this LICENSE, within two (2) weeks after the date GSD receives possession of the PREMISES (unless the Security Deposit will reasonably be used to repair damages to the PREMISES caused by LICENSEE or to clean the PREMISES, in which case the return shall be within thirty (30) days after the date GSD receives possession of the PREMISES.)

ARTICLE 12. ASSIGNMENT AND SUBLICENSING

12.1. **Assignment Prohibited.** This LICENSE and permission herein given is personal to the LICENSEE and is not assignable or transferable.

ARTICLE 13. DAMAGE OR DESTRUCTION

13.1. **Total Destruction.** This LICENSE shall automatically terminate if the PREMISES Building is totally destroyed.

13.2. **Partial Destruction of Premises.** If the PREMISES and/or the Building are damaged by any casualty and, in GSD's opinion, the PREMISES (exclusive of any improvements made to the PREMISES by LICENSEE) can be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, GSD may promptly and with due diligence repair any damage to the PREMISES (exclusive of any improvements to the PREMISES made by LICENSEE, which may be repaired by LICENSEE at LICENSEE's sole expense) and this LICENSE shall continue in full force and effect. If the PREMISES and/or the Building cannot reasonably be expected to be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, or if GSD shall elect not to rebuild or restore the PREMISES and/or Building, either party may terminate this LICENSE upon fifteen (15) days prior written notice to the other party. Nothing in this Article shall be construed to require GSD to rebuild or restore the PREMISES or the Building.

13.3. **Waiver.** The provisions contained in this LICENSE shall supersede any contrary laws now or hereafter in effect relating to damage or destruction, and GSD and LICENSEE hereby waive the provisions of California Civil Code sections 1932(2) [termination where greater part of thing hired perishes] and 1933(4) [automatic termination upon destruction of thing hired].

13.4. **Termination.** If either party terminates this LICENSE as permitted by this Article 13, then this LICENSE shall end effective the date specified in the termination notice.

ARTICLE 14. DEFAULT AND TERMINATION

14.1. **Termination for Default or Convenience.** In the event that LICENSEE is in default of consideration provided for herein or in default of the performance of any other of the provisions and conditions provided to be kept and performed by LICENSEE or has abandoned the PREMISES as defined in California Civil Code section 1951.3, DEPARTMENT and GSD may terminate this LICENSE in accordance with PSC-9(B) of the Standard Provisions. DEPARTMENT and GSD may also terminate the LICENSE for convenience in accordance with PSC-9(A) of the Standard Provisions. Upon termination of the LICENSE, LICENSEE shall immediately quit the PREMISES and turn over to GSD any improvements installed by LICENSEE which will become GSD's property, unless GSD, notifies LICENSEE that all or a portion of such improvements shall be removed, in which case LICENSEE shall remove within thirty (30) days after termination all or such portion of such improvements at LICENSEE's sole expense and shall repair any damage caused or remaining after such removal.

14.2. **Termination of Personal Services Agreement (Cross-termination).** Termination of this LICENSE shall cause the PERSONAL SERVICES AGREEMENT to be terminated immediately and concurrently, and termination of the PERSONAL SERVICES AGREEMENT shall cause this LICENSE to be terminated immediately and concurrently.

14.3. **Surrender of Premises.** The voluntary or other surrender of this LICENSE by LICENSEE, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of GSD, operate as an assignment to it of any or all sub-Licenses or sub-tenancies. No act or thing done by CITY or any agent or employee of CITY during the Term shall be deemed to constitute an acceptance by GSD of a surrender of the PREMISES unless such intent is specifically acknowledged in a writing signed by GSD. The delivery of keys to the PREMISES to GSD or any agent or employee of GSD shall not constitute a surrender of the PREMISES or effect a termination of this License, whether or not the keys are thereafter retained by GSD, and notwithstanding such delivery, LICENSEE shall be entitled to the return of such keys at any reasonable time upon request until this License shall have been properly terminated.

14.4. **Condition of Surrendered Premises.** Upon the expiration or termination of this LICENSE, LICENSEE shall peaceably surrender the PREMISES and all alterations and additions thereto, broom-clean, in good order, repair and condition, reasonable wear and tear excepted. All alterations and improvements of any kind shall be part of the PREMISES and shall remain upon the PREMISES upon any termination of this LICENSE, except those alterations and improvements which DEPARTMENT, in its sole and absolute discretion, shall require LICENSEE to remove upon any such termination, which alterations and improvements shall be removed by LICENSEE within thirty (30) days after termination and all damage to PREMISES caused by such removal shall be repaired by LICENSEE. Upon such expiration or termination, LICENSEE shall, without expense to GSD or DEPARTMENT, remove or cause to be removed from the PREMISES all debris and rubbish, and such items of furniture, equipment, freestanding cabinet work, and other articles of personal property owned by LICENSEE or installed or placed by LICENSEE at its expense in the PREMISES, and such similar articles of any other persons claiming under LICENSEE, as GSD may, in its sole discretion, require to be removed, and LICENSEE shall repair at its own expense all damage to the PREMISES and Building resulting from such removal.

14.5. **Cumulative Remedies/Waiver.** The specific remedies to which CITY and LICENSEE may resort under the provisions of this LICENSE are cumulative and not intended to be exclusive of any other remedies afforded by laws. The waiver of the performance of any covenant, provision, or condition of this by CITY or LICENSEE shall not be construed as a waiver of any subsequent breach of the same covenant, provision or condition.

ARTICLE 15. MANDATORY CITY REQUIREMENTS

15.1. **Standard Provisions for City Contracts.** Incorporated by reference into this LICENSE is the Standard Provisions for City Contracts (Revised 1/25, v.2), which is attached as Exhibit A to the PERSONAL SERVICES AGREEMENT ("Standard Provisions"). Throughout the License Term, LICENSEE shall comply with the Standard Provisions and applicable City Ordinances, and any amendments thereto.

15.2. **Ordinance Language Governs.** In the event of a discrepancy between this LICENSE and applicable ordinance language, as amended, the language of the ordinance shall govern.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1. **Adult Supervision.** LICENSEE will maintain or cause to be available adult supervision adequate to supervise and control visitors to the PREMISES.

16.2. **Amendment of License.** No amendment, modification, supplement or mutual termination of any provision of this LICENSE shall in any event be effective unless the same shall be in writing and signed by GSD, DEPARTMENT, and LICENSEE.

16.3. **Approval for Displays/Signage.** LICENSEE is authorized to display routine posted information (such as "Open/Closed" signs, bulletins, dog/cat posters within the PREMISES, posted hours, etc.). All posted information and signage for LICENSEE shall be at LICENSEE's sole cost and expense, and shall be subject to LICENSEE's mandatory removal should DEPARTMENT and GSD, at their sole discretion, instruct LICENSEE to do so. No permanent sign (or sign requiring physical alteration of the PREMISES

building's exterior surfaces of any sort) shall be placed on the outside of the PREMISES building without first having been submitted to DEPARTMENT for review, and without GSD's prior written approval. Such signage, if approved by GSD, shall not be inconsistent with exterior signs for similar businesses on similar buildings.

16.4. **Binding Effect.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

16.5. **Captions, Table of Contents, and Index.** The titles or captions of all Articles, Sections, or Paragraphs, as well as the Table of Contents and the Index contained herein, are for convenience and reference only, are not intended to define or limit the scope of any provisions of this LICENSE, and shall have no effect on the interpretation of any provision of this LICENSE.

16.6. **CITY's Right of Entry.** At all reasonable times, GSD's or DEPARTMENT's authorized representatives may enter and inspect the PREMISES for purposes of ensuring compliance with the provisions of this LICENSE, to make changes and alterations, for purposes of entry to equipment access panels, or for any other reasonable lawful purpose. During the final six months of the Term of this LICENSE, GSD or DEPARTMENT may exhibit the PREMISES. During the final month of the Term of this License, GSD or DEPARTMENT may display thereon appropriate notices relating to leasing of the PREMISES in such manner as not to unreasonably interfere with LICENSEE's business.

16.7. **Conflict of Laws and Venue.** This LICENSE shall be governed by and interpreted in accordance with the law of the State of California. Venue in any action arising out of this LICENSE will be proper only in the County of Los Angeles, State of California.

16.8. **Consent/Duty to Act Reasonably.** Except where otherwise expressly qualified and except for matters which will have an adverse effect on the (a) structural integrity of the Building, (b) the Building Systems (Section 16.3, page 12), or (c) which could affect the exterior appearance of the Building, whereupon in each such case LICENSEE's duty is to act in good faith and in compliance with the LICENSE, any time the consent of LICENSEE or GSD is required, such consent shall not be unreasonably withheld, conditioned, or delayed. Whenever the LICENSE grants LICENSEE or GSD the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, LICENSEE and GSD shall act reasonably and in good faith and take no action which might result in the frustration of the reasonable expectations of a sophisticated licensor and sophisticated licensee concerning the benefits to be enjoyed under the LICENSE.

16.9. **Corporate Resolution.** If LICENSEE is a corporation and the signators for LICENSEE are not two officers of the corporation as specified in California Civil Code Section 313, then prior to or contemporaneous with the execution of this License, LICENSEE shall provide to GSD a current copy of its corporate resolution depicting the names, titles and legal signatures of the officer or officers of the corporation authorized to execute legal documents, including this LICENSE, on behalf of LICENSEE. Within thirty (30) days after LICENSEE's receipt of GSD's written request, LICENSEE shall provide to GSD an updated corporate resolution depicting such names and legal signatures.

16.10. **Covenants and Agreements.** The failure of LICENSEE or GSD to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in the LICENSE, or the exercise of any election contained in the LICENSE shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect.

16.11. **Days.** Unless specified otherwise herein, all references in this LICENSE to less than ten (10) days shall mean business days; otherwise, "days" shall mean calendar days unless specifically modified herein to be "business" or "working" days. All references to "notice" shall mean written notice given in compliance with Article 4. All references, if any, to "month" or "months" shall be deemed to include the actual number of days in such actual month or months.

16.12. **Exhibits - Incorporation in License.** All exhibits referred to are attached to this LICENSE and incorporated by reference as though fully set forth in the body of the LICENSE.

16.13. **Force Majeure.** Except as otherwise provided in this LICENSE, whenever a day is established in this License on which, or a period of time, including a reasonable period of time, is designated within which, either party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted) ("Force Majeure"); provided, however, that nothing contained in this Section 16.13 shall excuse LICENSEE from the prompt payment of any Rent or other charge required of LICENSEE hereunder. Neither party shall be liable for and in particular, LICENSEE shall not be entitled to, any abatement or reduction of Rent or right to terminate by reason of, any such delays or failures or other inability to provide services or access under this LICENSE due to Force Majeure.

16.14. **No Partnership or Joint Venture.** Nothing contained in this LICENSE shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between GSD and LICENSEE. Neither the method of computation of Rent nor any other provision contained in this LICENSE, nor any acts of the parties hereto, shall be deemed to create any relationship between GSD and LICENSEE other than the relationship of Lessor and Licensee.

16.15. **No Relocation Assistance.** LICENSEE acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. § 4601, et seq.), or any other provisions of law upon termination of this LICENSE. LICENSEE therefore waives any claim to such assistance or benefits.

16.16. **Parking.** LICENSEE is not guaranteed any parking spaces for their use at the PREMISES. Specific parking privileges may be negotiated with the individual DEPARTMENT Animal Care Center with which the PREMISES is associated. Any additional parking required by code and/or for permits for LICENSEE's business operation is LICENSEE's expense and responsibility

16.17. **Partial Invalidity.** If any provision or condition contained in this LICENSE shall, to any extent, be invalid or unenforceable, the remainder of this LICENSE, or the application of such provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other provision and condition of this LICENSE shall be valid and enforceable to the fullest extent possible permitted by law.

16.18. **Prior Agreement/Amendments.** This LICENSE contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this LICENSE, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. This LICENSE cannot be altered, changed, modified or added to, except as approved in writing by the City Council of City of Los Angeles and signed by the General Manager of the Department of General Services and by LICENSEE, or their successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this LICENSE to the extent they are not incorporated herein.

16.19. **Quiet Enjoyment.** Upon conformance by LICENSEE with the covenants, provisions, and conditions of this LICENSE, LICENSEE shall peaceably and quietly hold and enjoy the PREMISES for the Term of this LICENSE without hindrance or interruption by CITY, or any other person or persons lawfully or equitably claiming by, though, or under CITY, subject, nevertheless, to the provisions and conditions of this LICENSE.

16.20. **Receivership or Bankruptcy.** In the event LICENSEE shall be adjudicated a bankrupt or

become involved in any proceedings under the bankruptcy laws of the United States, or if the license created hereby, or any improvements constructed pursuant to this LICENSE, shall be transferred by operation of law, including but not limited to, enforcement of a judgment, the trustee in bankruptcy, the assignee or judgment purchaser shall be bound by all provisions of this LICENSE, including but not limited to the provision that operation of the PR be for the purposes stated in Article 5.1.

16.21. **Severability**. If any provision of this LICENSE or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this LICENSE, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this LICENSE shall be valid and be enforced to the fullest extent permitted by law. This LICENSE shall be governed by and construed under the laws of the State of California.

16.22. **Successors in Interest**. Subject to the provisions hereof relative to assignment, this LICENSE shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

16.23. **Time**. Time is of the essence with respect to the performance of every provision of this LICENSE in which time or performance is a factor.

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services, and with the consent and cooperation of DEPARTMENT, Licensor, and Stray Cat Alliance as LICENSEE, have caused this LICENSE to be executed as of the date of the attestation by the City Clerk. If the space provided in Article 1 of this LICENSE is blank, such date shall be entered in such space, although such date shall be deemed to be the date of this LICENSE in any case.

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By: _____

Deputy City Attorney

DATE: _____

CITY:

CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of General
Services

By: _____

Tony M. Royster
General Manager

DATE: _____

ATTEST:

Holly Wolcott, City Clerk

By: _____

Deputy

DATE: _____

LICENSEE:

STRAY CAT ALLIANCE

By: _____

Christi Metropole, CEO and President

Executed at _____, California

DATE: _____

(second signature required of corporations)

By: _____

Camrin Christensen, COO

Executed at _____, California

DATE: _____

CF No.:

Approval Date: _____

EXHIBIT 3

Service	2025 Updated Fees*
Abdominal/Inguinal Cryptorchid	\$175
Adoption - Adult Dog	\$250 / fee waived/reduced for special populations, events, etc
Adoption - Cat	100 / fee waived/reduced for special populations, events, etc
Adoption - Puppy	\$350 / fee waived/reduced for special populations, events, etc.
Anal Gland expression	\$50
Biopsy	\$75
Bordetella	\$17
Broad Spectrum Deworming	\$17
Canine Neuter over 100lbs	\$375/\$320 LI
Canine Neuter<40lbs	\$225/\$195 LI
Canine Neuter>40lbs	\$275/\$220 LI
Canine Spay over 100lbs	\$375/\$320 LI
Canine Spay<40lbs	\$225/\$195 LI
Canine Spay>40lbs	\$275/\$220 LI
Cherry eye repair (Bilateral)	\$450
Cherry eye repair (Unilateral)	\$225
Comprehensive BW	\$124-\$155
DA2PP vaccine	\$17
Dewclaw removal (Bilateral)	\$146
Dewclaw removal (Unilateral)	\$73
Feline Neuter	\$140/\$120 LI
Feline Spay	\$140/\$120 LI
Feline Dental	\$500 - \$1,400
Feline Eye Enuclueation	\$1,200
FELV/FIV Test	\$65
Flea Preventative	\$17
Flea/mite treatment	\$20
Flea/tick treatment + deworming	\$35
FVRCP vaccine	\$17
Hernia Repair	\$100
Histopathology	\$194-\$375
Lepto	\$30
Mass Removal	\$59-\$1,010 depending on difficulty
Microchip	\$30
Nail Trim	\$23
Pre-surgery veterinarian exam	\$60
Preanesthetic BW	\$90-115
Pyometra	\$175
Rabbits spay/neuter	\$250
Rabies vaccine	\$15
Tapeworm Deworming	\$27
Vet consult for flea/tick medication	\$26

*LI = Low Income