

**GIMME LOVE AND CITY OF COALINGA ANIMAL  
SHELTER SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the 15th day of February, 2024, by and between the City of CITY OF COALINGA, referred to hereinafter as “CITY” and the Gimme Love Animal Shelter, referred hereafter as “Gimme Love”.

**WITNESSETH;**

WHEREAS, the CITY has a need for Animal Shelter Services,

WHEREAS, the CITY may enter into written agreements under CITY Municipal Code Section 6-1.37 (b), with any veterinarian or any organized humane society or association, which will undertake to carry out the provisions of this chapter and maintain and operate an animal shelter, and which will license, take up, impound and dispose of animals.

WHEREAS, GIMME LOVE is able and desires to provide Animal Shelter Services,

NOW, THEREFORE, it is agreed as follows:

- A. This Agreement shall take effect on January 6, 2024 and shall remain in full force and effect for a period of three years, ending on January 5, 2027, unless terminated earlier, as provided herein, or until the completion of the new Animal Shelter. This agreement may be extended for a two-year term if agreed upon by both parties and established in writing.

**B. Limits of Authority**

- 1. In performing the services required under this Agreement, Gimme Love shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations.
- 2. Under Section 6-1.37 (a) of CITY Municipal Code, the police department, under the direction of the City Manager, shall supervise the administration and enforcement of Section 6 Chapter 1 of the CITY Municipal Code and of the laws of the State of California pertaining to the control of animals and shall have charge of the City’s Animal Shelter facilities.

**C. Shelter Operations**

- 1. Business Hours will be Monday – Friday as established by Gimme Love for a minimum of twenty (20) hours per week which must be posted and publicly available.

2. Gimme Love is responsible for training employees and volunteers of Gimme Love and shall not discriminate or allow discrimination against any person or class of persons by reason of race, religion, color, sex, gender, military or veteran status, genetic information, gender identity, ancestry, physical disability, mental disability, age, sexual orientation, medical condition, marital status, or national origin in any manner prohibited by federal and state statutes.
3. Gimme Love will schedule appointments to accommodate members of the public interested in adopting animals from the shelter. Gimme Love will make every effort to accommodate after hours appointment requests.
4. Gimme Love will assist the on duty Animal Control Officer (ACO) with calls for service which pertain to vicious, sick or injured animals, when available. The ACO will check with Gimme Love prior to picking up any animal to ensure a temporary holding kennel is available. Gimme Love will make every effort to ensure a temporary holding kennel is available. Calls for service which pertain to dead animals that are creating a public nuisance or are hazardous to citizens will be handled by the on duty ACO. When no ACO is on duty, Gimme Love will assist with calls for service pertaining to sick, injured or deceased animals, when available.

#### **D. Services to be Performed**

1. Provide shelter services for dogs and sick or injured cats, including abandoned and surrendered kittens up to twelve (12) weeks of age.

#### **E. Standards of Services**

1. Gimme Love will lease the Animal Shelter from CITY as described in Exhibit A to shelter dogs and sick or injured cats, including abandoned and surrendered kittens up to twelve (12) weeks of age, and other small animals as needed, from within Coalinga City limits.
2. Gimme Love is permitted to use its existing facility, outside of City limits, to house any and all cats at its own expense.
3. Gimme Love will make every effort to have all animals that come into the Animal Shelter reunited with their owners, adopted, sent to rescue, or released (sick and injured cats only once healed, kittens once old enough, and other small animals as needed) within a timely manner.
4. Gimme Love shall maintain a website and/or social media page that will display adoptable animals. The website and/or social media page shall be updated as needed.
5. Gimme Love shall keep records of the following information of all dogs and cats that come into the Animal Shelter for inspection by the City and to be included in quarterly reports to City Council:

- A. How the animal came into the Animal Shelter (owner surrender, pick up, community member drop off, etc);
  - B. If picked up or dropped off, the location the animal was taken from and the date and time;
  - C. If owner surrendered or community member drop off, the name and basic contact information of the person dropping off the animal;
  - D. Efforts made to reunite animal with owner;
  - E. If unsuccessful in reuniting animal with owner, efforts made to get the animal to a rescue;
  - F. If unsuccessful in getting animal into a rescue, steps and status of preparing animal for adoption.
6. Gimme Love shall submit quarterly reports to Coalinga City Clerk which will be placed on Coalinga City Council agendas. Quarterly reports will contain information on intake of all animals, their disposition, community outreach efforts, and capacity availability.
  7. Gimme Love is responsible for the care of all animals within the Animal Shelter, including but not limited to, feeding, watering, bathing, kennel cleaning, vaccinating, spaying/neutering, and seeking, obtaining and funding medical attention.
  8. Gimme Love is responsible for cleaning and general maintenance at the Animal Shelter including, but not limited to, ensuring all bedding is stored in sealed, airtight containers, ensuring all dog and cat food is stored in sealed, airtight containers, ensuring served food is not left out for more than three (3) hours in a twenty-four (24) hour period.
  9. Gimme Love is responsible for establishing set feeding times, to be determined at their discretion, and for ensuring animal food is not left out for more than three (3) hours in a twenty-four (24) hour period.
  10. Gimme Love is responsible for preparing all dogs and cats within the Animal Shelter for adoption.
  11. CITY shall provide free dog licenses to all dogs adopted from the Animal Shelter for the current calendar year.
  12. All animals in the Animal Shelter will be considered in the custody of Gimme Love.
  13. CITY will be responsible for any major Animal Shelter building repairs.
  14. CITY may conduct random inspections of Animal Shelter by providing twenty-four (24) hour verbal notice to Gimme Love. This does not pertain to the Animal Control Officer's ability to access the Animal Shelter at any time.
  15. Gimme Love shall not shelter more than twenty-five (25) sick or injured cats, kittens or other small animals (not including dogs) at the Animal Shelter and no more than twenty (20) dogs at the Animal Shelter to avoid overcrowding.

16. All dogs and other small animals (excluding cats) will be kenneled within the Animal Shelter at all times, except to receive short term outside time. Dogs are not permitted to free roam within the Animal Shelter except under the immediate supervision of a Gimme Love employee or volunteer.
17. Makeshift kennels are discouraged at the Animal Shelter.
18. Gimme Love will hold two (2) adoption events yearly and microchipping and vaccination clinics throughout the year.
19. Gimme Love is responsible for setting reasonable adoption fees for the Animal Shelter, to be collected and retained by Gimme Love, but shall not charge an adoption fee for a dog or cat to individuals who present eligible identification as a veteran.

#### **F. Release, Hold Harmless and Indemnification Agreement**

Gimme Love agrees to indemnify, defend and hold harmless the CITY and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which CITY or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Gimme Love, or its employees, agents and subcontractor's performance of the Services and Gimme Love responsibilities and obligations to be performed under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

#### **G. Insurance**

1. Workers Compensation Coverage. Gimme Love shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees and volunteers in accordance with the laws of the State of California. In addition, Gimme Love shall require each subcontractor to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Gimme Love for City.
2. General Liability Coverage. Gimme Love shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general

aggregate limit shall be at least twice the required occurrence limit identified in this paragraph.

3. Automobile Liability Coverage. Gimme Love shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Gimme Love arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Umbrella Coverage. In addition to commercial general liability and automobile liability policies required above, Gimme Love will also maintain umbrella liability coverage that supplements such commercial general liability and automobile liability policies in an amount of not less than five million dollars (\$5,000,000) per occurrence. Such umbrella policy will be as broad as Gimme Love commercial general liability and automobile policies.
5. Endorsements. Each general liability and automobile, and umbrella liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:
  - a. The CITY, its elected or appointed officers, officials, employees, agents and volunteers shall be covered as additional insureds on all such policies of insurance with respect to liability arising out of services performed by or on behalf of Gimme Love.
  - b. These policies of insurance shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Gimme Love.
  - c. These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - d. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or volunteers.
  - e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.
  - f. The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

- g. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage (occurrence form CG0001). The automobile liability insurance coverage shall be at least as broad as Insurance Services Office form number CA 0001 Code 1 (any auto).
6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, Gimme Love shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
7. Certificate of Insurance. Gimme Love shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on the date of execution of this Agreement by Gimme Love. Current certification of insurance shall be kept on file with the CITY at all times during this Agreement.

#### **H. Contract not Assignable**

Gimme Love shall not have the right, authority, or power to sell, mortgage, or assign this Agreement or the powers granted to it, or any interest therein, for any purpose whatsoever without the prior written permission of the CITY, which may be withheld in the CITY's sole discretion.

#### **I. Gimme Love Independent Capacity**

Gimme Love, its officers, employees, agents, and volunteers shall act as independent contractors during the term of this Agreement and not as officers, employees, agents or volunteers of CITY. All employees and volunteers shall remain the employees and volunteers of Gimme Love, and Gimme Love shall be responsible for compensating any paid Gimme Love employees and for making the appropriate compensation withholdings.

#### **J. Method of Payment**

As consideration for Gimme Love carrying out the obligations and responsibilities required under this Agreement, the CITY agrees to compensate Gimme Love as follows:

1. CITY shall pay the annual sum of Ten Thousand Dollars (\$10,000.00), payable in one lump sum on or about July 1 annually. This annual sum is

intended to cover the costs of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, vaccinations, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love.

2. CITY shall pay all utilities (water, natural gas, sewer, garbage, recycling, telephone, internet and electricity) for the Animal Shelter referenced in Exhibit A, up to \$3,000 per fiscal year.
3. CITY shall pay Gimme Love a monthly stipend of Two Thousand Nine Hundred Fifty Dollars (\$2,950.00). This monthly stipend is intended to cover the cost of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, vaccinations, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love. This monthly stipend will be adjusted each July 1 based on the annualized San Francisco area Consumer Price Index (CPI) factor between the months of April to April. This monthly stipend is intended to cover the cost of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love.
4. Each April, Gimme Love will provide CITY with an expense report documenting year to date expenses to account for the annual sum and monthly stipends provided to Gimme Love by CITY.

#### **K. Obligations**

Gimme Love shall provide CITY with monthly billing invoices, which shall be payable within thirty (30) calendar days of the City's receipt of each invoice.

#### **L. Default**

If either party to this Agreement defaults on any of the terms, conditions or obligations of this Agreement, then the non-defaulting party shall give written notice of default to the defaulting party stating the nature of the default. If the defaulting party fails to remedy or commences to remedy any such default within fourteen (14) calendar days after the date the non-defaulting party was given such written notice of default, the non-defaulting party shall have the right to terminate this Agreement by giving the defaulting party fourteen (14) calendar days prior written notice specifying the effective date of such termination.

#### **M. Termination of Agreement**

Either party may terminate this Agreement, without cause upon giving ninety (90) days written notice to the other party.

## **N. Notices**

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed to the following:

### **CITY:**

City of Coalinga  
Attn: Marissa Trejo, City Manager  
155 W. Durian Ave  
Coalinga, CA 93210

### **Gimme Love:**

Gimme Love Animal Shelter  
Attn: George and Lori Anderson  
70946 W. Hwy 198  
Coalinga, CA 93210

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

## **O. Binding Arbitration**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The party prevailing in arbitration shall be entitled to its attorneys' fees and costs.

## **P. Entire Agreement**

This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this Agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, between the parties hereto with respect to the operation of the animal



shelter. This Agreement may be modified or changed only in writing, fully executed by the parties hereto.

**Q. Governing Law and Partial Invalidity**

This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

**R. Effect of Waiver**

The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

\_\_\_\_\_  
City Manager, \_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
City Clerk \_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME] \_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME] \_\_\_\_\_  
Date

**EXHIBIT A**  
**Gimme Love and City of Coaling**  
**Animal Shelter Agreement**

**Animal Shelter Location:**

The City of Coalinga Animal Shelter, leased by Gimme Love, is located at 150 W. Elm St, Coalinga, CA, 93210, referred to hereinafter as “Elm,” as of the signing of this Agreement. Both parties agree and understand that CITY purchased the property located at 270 S. Sixth St, Coalinga, CA, 93210, referred to hereinafter as “Sixth,” and is in the process of converting it into a new Animal Shelter. Both parties agree that Gimme Love shall take occupancy of the Sixth Street Animal Shelter within sixty (60) days of the City of Coalinga Building Department authorizing occupancy AND, within that same sixty (60) day timeframe, Gimme Love shall fully vacate the Elm Street property. Annual lease payment from Gimme Love to CITY is \$1.00.

Both parties agree to renegotiate Section J.1. of this Agreement within ninety (90) days of the relocation from Elm to Sixth.