

# CITY OF GARDEN GROVE

P.O. BOX 3070  
GARDEN GROVE, CA 92842

PURCHASING: (714) 741-5052  
ACCOUNTS PAYABLE: (714) 741-5068

# PURCHASE ORDER

**NUMBER #160664**

This order number must appear on all packages, invoices and shipping papers

**VENDOR: #74505      VENDOR PHONE: 310-283-6253**

**DATE: October 07, 2019**

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STRAY CAT ALLIANCE  
P.O. BOX 661277  
LOS ANGELES, CA 90066

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Public Works  
13802 Newhope Street  
Garden Grove, CA 92843  
ATTN: MARK LADNEY

**ACCOUNT: 111-3119-42690**

**REQUISITION: #160664**

**DELIVERY DATE:**

**CONTRACT EXPIRATION DATE: June 30, 2020**

**BUYER: NEAL**

**BID REFERENCE: Professional Services/Consultant**

| ITEM NO | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | AMOUNT     |
|---------|--|----------|------|------------|------------|
| 1       | <p>TO PERFORM THE RETURN TO FIELD PROGRAM.</p> <p>TERM: JULY 1, 2019 THRU JUNE 30, 2020</p> <p>NOT TO EXCEED \$70,000.00 PER ABOVE TERM</p> <p>THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON SEPTEMBER 24, 2019, PER THE ATTACHED CITY COUNCIL MEETING AGENDA.</p> | 1        | EA   | \$70000.00 | \$70000.00 |

**TERMS: NET 30**

**SALES TAX**

**\$0.00**

**FOB: Destination**

**TOTAL AMOUNT**

**\$70000.00**

**CITY RECEIPT**

I HEREBY CERTIFY THAT I HAVE RECEIVED, CAREFULLY WEIGHED, MEASURED, OR COUNTED THE ITEMS INDICATED ABOVE AND THAT QUALITIES AND QUANTITIES ARE CORRECTLY STATED OR THAT THE SERVICES INDICATED ABOVE HAVE BEEN PERFORMED IN A SATISFACTORY MANNER.

by: \_\_\_\_\_  
DEPARTMENT HEAD OR DEPUTY

date: \_\_\_\_\_

**Billing Instructions**  
invoices in duplicate to:

CITY OF GARDEN GROVE  
P.O. BOX 3070  
Garden Grove, CA 92842  
ATTENTION: Accounts Payable

**CITY OF GARDEN GROVE**

by Sandra Segawa  
(Purchasing Agent)





Purchasing

[Home](#) | [Help](#) Wednesday, September 18

## Requisition #160664

Status: Editing

Status updated: September 18, 2019 10:01AM

Created at: September 18, 2019 10:01AM

Purchase Order Amendment: No

Date Required:

Delivery Location:

Dept/Div: Public Works/Street Maint

Suggested Verifier: Raquel Manson

Suggested Approver: Albert Holmon III

Warehouse order: No

Creator: Mark Ladney

Requester: Mark Ladney

Requester Extension: 5372

Preferred Vendors

1. Stray Cat Alliance PO Box 661277, Los Angeles, CA 90066 (310-283-6253) [christi@straycatalliance.org](mailto:christi@straycatalliance.org)

| stock# | description  | quantity | unit | estimated unit price |
|--------|--|----------|------|----------------------|
|        | Perform Return to Field program for period of <b>October 1, 2019 to June 30, 2019.</b> | 1        | EA   | \$70,000.00          |
| Total  | <i>2020</i>  |          |      | \$70,000.00          |

| fund                | package                  | account               | notes |
|---------------------|--------------------------|-----------------------|-------|
| 111 GENERAL PURPOSE | 3119 ANIMAL SHELTER SERV | 42690 OTHER PROF SERV |       |

files

[GG\\_Scope\\_of\\_Work\\_draft\\_agreement\\_June\\_2019\\_v4.docx](#)

Notes

#10013 Mark Ladney at September 18, 2019 10:02AM:

Pending Council Approval 9/24/19

Action Log

18 Sep 10:02 Mark Ladney Added note #10013

18 Sep 10:01 Mark Ladney Created

[display action log](#)



## City of Garden Grove

## INTER-DEPARTMENT MEMORANDUM

|          |  |        |                   |
|----------|--|--------|-------------------|
| To:      | Scott C. Stiles  | From:  | William E. Murray |
| Dept.:   | City Manager   | Dept.: | Public Works      |
| Subject: | Approval of an Agreement with Stray Cat Alliance to provide services related to feral and stray cats citywide. (Cost: \$70,000) ( <i>Action Item</i> ) | Date:  | 9/24/2019         |

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OBJECTIVE

For the City Council to approve an agreement with Stray Cat Alliance to provide a Return to Field (RTF) program for feral and stray cats citywide.

BACKGROUND

In January 2017, the City's Animal Care Services program started operations, and from the start, staff received numerous calls for feral and stray cats. Feral cats are unable to be domesticated and cannot be adopted; however, stray cats may have an owner, are socialized to humans and are free-roaming. In March of 2017, staff began discussions with Stray Cat Alliance to discuss establishing a program to manage the cat population humanely and in the best interests of the public.

DISCUSSION

In March of 2018, the City and Stray Cat Alliance entered into an agreement to create a RTF and targeted Trap, Neuter/Spay, Release (TNR) program to effectively mitigate feral cat populations. Stray Cat Alliance provides cats with a microchip, a rabies and Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, a topical flea treatment, and ear modification to identify treated cats. Stray cats are then returned to the area where they were trapped. During 2018 and 2019, a total of 439 cats were processed through the RTF and TNR program resulting in a notable increase in live outcomes.

The initial agreement with Stray Cat Alliance was for \$35,000 per year, with option years to extend the contract. However, in early 2019, Stray Cat Alliance reported to staff that they would not be able to continue the service and requested that their agreement be renegotiated.

FINANCIAL IMPACT

A budget supplemental for an additional \$35,000 was submitted and approved as part of the Fiscal Years 2019-20 and 2020-21 two year budget. The new agreement for \$70,000 is able to provide funding for RTF services to process approximately 382 cats per year through the program.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with Stray Cat Alliance in the amount of \$70,000 through June 30, 2020; and
- Authorize the City Manager to execute the agreement and make any minor modifications as appropriate thereto.

By: Mark Ladney, Public Works Supervisor

ATTACHMENTS:

| Description      | Upload Date | Type      | File Name                           |
|------------------|-------------|-----------|-------------------------------------|
| <u>Agreement</u> | 9/18/2019   | Agreement | 9-24-19_Stray_Cat_Alliance_2019.pdf |

**AGENDA**

Garden Grove City  
Council

Tuesday, September 24,  
2019

6:30 PM

Community Meeting  
Center 11300 Stanford  
Avenue Garden Grove  
California 92840

**Steven R. Jones**  
Mayor

**Stephanie Klopfenstein**  
Mayor Pro Tem - District 5

**George S. Brietigam**  
Council Member - District 1

**John R. O'Neill**  
Council Member - District 2

**Thu-Ha Nguyen**  
Council Member - District 3

**Patrick Phat Bui**  
Council Member - District 4

**Kim B. Nguyen**  
Council Member - District 6

**Meeting Assistance:** Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

**Agenda Item Descriptions:** Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

**Documents/Writings:** Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

**Public Comments:** Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

**Manner of Addressing the City Council:** After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

**Time Limitation:** Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public



comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

**PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.**

## AGENDA

ROLL CALL: COUNCIL MEMBER BRIETIGAM, COUNCIL MEMBER O'NEILL, COUNCIL MEMBER T. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM KLOPFENSTEIN, MAYOR JONES

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

### 1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of Southland Integrated Services, Inc., celebrating their 40th year providing social, public health, and cultural services within Garden Grove and throughout Orange County.
- 1.b. Community spotlight in recognition of the Acacia Adult Day Services 40th anniversary.

### 2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

### 3. CONSENT ITEMS

*(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)*

- 3.a. Adoption of a Proclamation honoring and celebrating the 40th anniversary of Southland Integrated Services, Inc., in Garden Grove. (Action Item)
- 3.b. Adoption of a Proclamation celebrating the 40th anniversary of Acacia Adult Day Services. (Action Item)
- 3.c. Adoption of a Proclamation recognizing National Red Ribbon Week from October 23-31, 2019 in Garden Grove. (Action Item)

- 3.d. Approval of an Amendment to the Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal, for Recycling Cart Rate Implementation. (Joint Action Item with the Garden Grove Sanitary District.)
- 3.e. Adoption of a Resolution certifying commitment to projects submitted in the Fiscal Years 2020/21 through 2025/26 Federal Transportation Improvement Program. (Action Item)
- 3.f. Adoption of a Resolution amending the City of Garden Grove's Salary Schedule. (Action Item)
- 3.g. Approval of an Agreement with Stray Cat Alliance to provide services related to feral and stray cats citywide. (Cost: \$70,000) (Action Item)
- 3.h. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Police Department SUV. (Cost: \$28,936.25) (Action Item)
- 3.i. Authorize the issuance of a purchase order to RDO Vermeer for two (2) new Brush Chippers. (Cost: \$78,678.46) (Action Item)
- 3.j. Receive and file the minutes from the meetings held on August 13, 2019, August 27, 2019, and September 10, 2019. (Action Item)
- 3.k. Receive and file warrants. (Action Item)

#### 4. PUBLIC HEARINGS

*(Motion to approve will include adoption of each Resolution unless otherwise stated.)*

- 4.a. Adoption of a Resolution to approve Street Vacation No. SV-001-2019, vacating and abandoning the southern portion of Brady Way south of Stanford Avenue, and reserving thereon public service easements for existing public utility facilities. (Action Item)
- 4.b. Adoption of a Resolution to approve a recommendation from the Traffic Commission to modify existing street diverters on Flower Street and Bowen Street, at Trask Avenue, Garden Grove. (Action Item)

#### 5. COMMISSION/COMMITTEE MATTERS

- 5.a. Appointment to fill a vacancy on the Administrative Board of Appeals. (Continued from September 10, 2019.) (Action Item)



5.b. Appointment to fill a vacancy on the Planning Commission. (Continued from September 10, 2019.) (Action Item)

6. ITEMS FOR CONSIDERATION

6.a. Approval of a License Agreement with Rexford Industrial Realty, Inc., to lease the southern portion of Brady Way, Garden Grove. (Amount: \$43,150.68 per year) (Action Item)

6.b. Approval to participate in the 2019-2020 Office of Traffic Safety Selective Traffic Enforcement Program. (Grant Amount: \$275,000) (Action Item)

6.c. Award a contract to Turbo Data Systems, Inc., for parking citation processing services. (Cost: \$270,000) (Action Item)

6.d. Award of contracts to Cannon Corporation, and Bruce Hall Land Surveyor, Inc., for land surveying and related services on an as-needed basis. (Cost: \$500,000) (Action Item)

7. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

7.a. Discussion regarding a proposed Resolution expressing opposition to the Department of Homeland Security's "public charge" rule change as applied to legal permanent resident applications, as requested by Council Member K. Nguyen.

8. ADJOURNMENT

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The next Regular City Council Meeting will be on Tuesday, October 8, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.



# CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

**Steven R. Jones**  
Mayor

**Stephanie Klopfenstein**  
Mayor Pro Tem - District 5

**George S. Brietigam**  
Council Member - District 1

**John R. O'Neill**  
Council Member - District 2

**Thu-Ha Nguyen**  
Council Member - District 3

**Patrick Phat Bui**  
Council Member - District 4

**Kim Bernice Nguyen**  
Council Member - District 6

October 4, 2019

Stray Cat Alliance  
P.O. Box 661277  
Los Angeles, CA 90066

Attention: Christi Metropole, Executive Director

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Stray Cat Alliance, to provide service for a Return-to-Field (RTF) Program.

Sincerely,

Teresa Pomeroy, CMC  
City Clerk

By: Liz Vasquez  
Deputy City Clerk/Deputy Secretary

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works Department

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 24<sup>th</sup> day of September, 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY") and **Stray Cat Alliance**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED September 24, 2019.
2. CITY desires to utilize the services of CONTRACTOR to Perform the Return to Field Program per Scope of Work, Attachment "A".
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall from July ~~October~~ 1, 2019 through June 30, 2020. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Seventy Thousand Dollars (\$70,000.00), payable in arrears and in accordance with proposal in Attachment "A".
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY

will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### **4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

**An On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation

concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
Stray Cat Alliance  
Attention: Christi Metropole, Executive Director  
P.O. Box 661277  
Los Angeles, CA 90066
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts

and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\ \\ \\

(Agreement Signature Block on Next Page)



**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: 10/3/19

**"CITY"**  
**CITY OF GARDEN GROVE**

By: *[Signature]*  
City Manager

**ATTESTED:**

*[Signature]*  
City Clerk

Date: 10/3/19

**"CONTRACTOR"**  
**Stray Cat Alliance**

By: *[Signature]*

Name: Christi Metropole

Title: CEO

Date: 9/19/19

Tax ID No. 95-4787231

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

*[Signature]*  
Garden Grove City Attorney

9-26-19  
Date

## **ATTACHMENT "A"**

### **SCOPE OF WORK**

This Scope of Work establishes roles and responsibilities between Stray Cat Alliance (SCA), and the City of Garden Grove, Garden Grove Animal Care Services (GGACS).

#### **I. PURPOSE & SCOPE**

Spay and neuter continues to be one of the most effective methods of reducing shelter euthanasia, especially for cats. GGACS and SCA wish to work together to decrease the number of cats euthanized at Garden Grove's contracted shelter.

#### **II. PROGRAM**

Return to Field (RTF) Program. This program involves stray and trapped cats that are brought to the shelter by the public and GGACS. Trapped and stray cats that qualify for this program will be medically evaluated, altered, micro chipped, vaccinated and treated for fleas then given to SCA along with information regarding the origin of the cat. The cats will be taken to the area of their origin and released back to the community by SCA.

#### **III. PROGRAM TASKS**

The parties agree to the following tasks:

- **SCA** will appoint a representative(s) with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, SCA will:
  - Utilize best efforts to return cats (greater than three months of age) impounded by GGACS or dropped off at the contracted shelter who have been through the RTF program stated above.
  - Provide microchips and flea treatments for administration during surgery
  - Work with the City's contracted shelter to provide assistance in its use of shelter management software.
  
- **GGACS** will appoint representatives with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, GGACS will work with its contacted shelter to:
  - Spay/neuter, microchip, give the Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, 1 year rabies vaccine and treat for fleas.
  - To the maximum extent possible, the City will work with its contracted shelter to:
    - By January 2020:
      - Make changes and improvements to the isolation and cat holding area to be in compliance with industry best practices
    - By March 2020:
      - Implement a written and defined cleaning procedure
      - Work on Increasing Data Accuracy
  
    - Establishing relationships with other rescues

- o Ongoing:
  - Release stray or feral cats to SCA regardless of temperament, location, or means of intake (i.e., in a trap or otherwise) unless GGACS or its contracted shelter has the capacity to provide the cat with a live outcome or identified an issue preventing inclusion in the program.

#### **IV. PAYMENT FOR SERVICES**

The SCA shall provide monthly billing reports on a per cat basis at a rate of \$183.00. Report shall include, but is not limited to, ID number, description of animal, and date of release. GGACS shall pay Stray Cat Alliance within 30 days of received invoice.

The cost per cat is to include the cost of the spay/neuter, microchip, Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, rabies vaccine and flea treatment.

SCA shall maintain records and documents, which sufficiently and properly reflect all direct and indirect costs related to this program. Records shall be made available for review by the city or its representative at any time.

#### **V. PUBLICITY**

In connection with the Programs and Tasks described above, no party will use another party's name, marks or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without prior written consent of the other parties.

#### **VI. NO PARTNERSHIPS**

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

#### **VII. TERMINATION**

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

#### **VIII. RESPONSIBILITIES**

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

#### **IX. COMMUNICATION**

All communication shall be through email to the GGACS general email, [animaicare@ggcity.org](mailto:animaicare@ggcity.org). A representative will respond within 12 hours. For emergencies and urgent issues, phone contact between the parties is preferred.

## **X. MEDICAL ISSUES**

For any sick or injured cats brought into the City's contracted shelter or other facility for the specific purpose of RTF, the medical team will provide reasonable care of the sick or injured cat. Reasonable care will be defined by the licensed veterinarian who is treating the cat. Reasonable care will be in the best interest of the animal and include, but is not limited to, treatment for upper respiratory infections, minor skin infections, and minor injuries.

The City will work with its contracted shelter to notify SCA or another rescue organization if euthanasia of any cat or kitten is being considered.

GGACS is not responsible for transporting any cat or kitten from its contracted shelter to a secondary veterinary clinic for care or treatment.

A0642691

2183674

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION

**FILED** *gc*  
In the office of the Secretary of State  
of the State of California  
APR 04 2006

The undersigned certify that:

1. They are the President and Secretary, respectively, of Feral Cat Alliance, a California non-profit corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:  

The name of this corporation is Stray Cat Alliance.
3. The foregoing amendment of the Articles of Incorporation, has been duly approved by the Board of Directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 3/10/06

*Christienne Metropole*  
Christienne Metropole, President

*Diana Khuschke*  
Diana Khuschke, Secretary



**Amended and Restated Bylaws  
of  
Stray Cat Alliance  
A Non-Membership Nonprofit Public Benefit Corporation**

**ARTICLE 1  
OFFICES**

**SECTION 1. PRINCIPAL OFFICE**

The principal office of the corporation for the transaction of its business is located in Los Angeles County, California.

**SECTION 2. CHANGE OF ADDRESS**

The county of the corporation's principal office can be changed only by amendment of these bylaws and not otherwise. The board of directors may, however, change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed an amendment of these bylaws.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SECTION 3. OTHER OFFICES**

The corporation may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.

**ARTICLE 2  
PURPOSE**

**SECTION 1. OBJECTIVE AND PURPOSE**

The primary objective and purpose of this corporation shall be: To educate and empower the community to advocate for every cat's right to be safe, healthy, and valued.

## **ARTICLE 3 DIRECTORS**

### **SECTION 1. NUMBER**

The number of directors of the corporation shall be as determined by the Board from time to time but no less than five (5) directors and collectively they shall be known as the board of directors. The minimum number may be changed by amendment of this bylaw, or by repeal of this bylaw and adoption of a new bylaw, as provided in these bylaws.

### **SECTION 2. POWERS**

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the articles of incorporation and bylaws relating to action required or permitted to be taken or approved by the members, if any, of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the board of directors.

### **SECTION 3. DUTIES**

It shall be the duty of the directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation of this corporation, or by these bylaws;
- (b) Except as otherwise provided in these bylaws, appoint and remove, employ and discharge, supervise, and prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the corporation;
- (c) Meet at such times and places as required by these bylaws;
- (d) Register their addresses with the secretary of the corporation and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

### **SECTION 4. ELECTION AND TERMS OF OFFICE**

Directors, other than any ex officio Director, shall be elected by the affirmative vote of a majority (51%) of the Directors then in office at the annual meeting of the Board in the year a vacancy will occur. Each director shall hold office for a term of three (3) years, or

until his or her successor is elected and qualifies. Directors may serve two (2) successive terms and will be eligible to rejoin the board after a period of one (1) year.

#### **SECTION 5. COMPENSATION**

Directors shall not receive compensation for serving as directors. However, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3 of this Article. Directors may not be compensated for rendering services to the corporation in any capacity other than director unless such other compensation is reasonable and is allowable under the provisions of Section 6 of this Article. Any payments to directors shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

#### **SECTION 6. RESTRICTION REGARDING INTERESTED DIRECTORS**

Notwithstanding any other provision of these bylaws, not more than forty-nine percent (49%) of the persons serving on the board may be interested persons. For purposes of this Section, "interested persons" means either:

- (a) Any person currently being compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or
- (b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

#### **SECTION 7. PLACE OF MEETINGS**

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such place within or without the State of California which has been designated from time to time by resolution of the board of directors. In the absence of such designation, any meeting not held at the principal office of the corporation shall be valid only if held on the written consent of all directors given either before or after the meeting and filed with the secretary of the corporation or after all

board members have been given written notice of the meeting as hereinafter provided for special meetings of the board.

Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting so long as all directors participating in the meeting are able to hear one another.

Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if all of the following apply:

- (a) Each director participating in the meeting can communicate with all of the other directors concurrently;
- (b) Each director is provided the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and
- (c) The corporation adopts and implements some means of verifying (1) that all persons participating in the meeting are directors of the corporation or are otherwise entitled to participate in the meeting, and (2) that all actions of, or votes by, the board are taken and cast only by directors and not by persons who are not directors.

#### **SECTION 8. REGULAR AND ANNUAL MEETINGS**

Regular meetings of directors shall be held on the first Saturday in November at 10 o'clock AM, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next day.

If this corporation makes no provision for members, then, at the annual meeting of directors held on the first Saturday in November at 10 o'clock AM, directors shall be elected by the board of directors in accordance with Section 4 of this article.

#### **SECTION 9. SPECIAL MEETINGS**

Special meetings of the board of directors may be called by the chairperson of the board, the president, the vice president, the secretary, the treasurer, or by any two directors, and such meetings shall be held at the place, within or without the State of

California, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the corporation.

#### **SECTION 10. NOTICE OF MEETINGS**

Regular meetings of the board may be held without notice. Special meetings of the board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone or email. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the corporation. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

#### **SECTION 11. CONTENTS OF NOTICE**

Notice of meetings not herein dispensed with shall specify the place, day, and hour of the meeting. The purpose of any board meeting need not be specified in the notice.

#### **SECTION 12. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS**

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

### **SECTION 13. QUORUM FOR MEETINGS**

A majority (51%) of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. Except as otherwise provided in these bylaws or in the articles of incorporation of this corporation, or by law, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn. However, a majority of the directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the articles of incorporation or bylaws of this corporation.

### **SECTION 14. MAJORITY ACTION AS BOARD ACTION**

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the board of directors, unless the articles of incorporation or bylaws of this corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233), and indemnification of directors (Section 5238e), require a greater percentage or different voting rules for approval of a matter by the board.

## **SECTION 15. CONDUCT OF MEETINGS**

Meetings of the board of directors shall be presided over by the chairperson of the board, or, if no such person has been so designated or, in his or her absence, the president of the corporation or, in his or her absence, by the vice president of the corporation or, in the absence of each of these persons, by a chairperson chosen by a majority of the directors present at the meeting. The secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

## **SECTION 16. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING**

Any action required or permitted to be taken by the board of directors under any provision of law may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. For the purposes of this Section only, "all members of the board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as the unanimous vote of the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the board of directors without a meeting and that the bylaws of this corporation authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

## **SECTION 17. VACANCIES**

In the event a vacancy occurs in the Board of Directors from any cause, including an increase in the number of Directors, the Directors may fill the position at any regular meeting or at any special meeting called for the purpose of electing a director; provided, however, that for the purpose of counting term limits, the newly elected director's term will be counted as beginning on the date of the first annual meeting following his or her election.

The board of directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

Directors may be removed without cause by a majority of the directors then in office.

Any director may resign effective upon giving written notice to the chairperson of the board, the president, the secretary, or the board of directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the attorney general.

#### **SECTION 18. NONLIABILITY OF DIRECTORS**

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

#### **SECTION 19. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS**

To the extent that a person who is, or was, a director, officer, employee, or other agent of this corporation has been successful on the merits in defense of any civil, criminal, administrative, or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in defense of any claim, issue, or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements, and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

## **SECTION 20. INSURANCE FOR CORPORATE AGENTS**

The board of directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee, or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

## **ARTICLE 4 OFFICERS**

### **SECTION 1. NUMBER OF OFFICERS**

The officers of the corporation shall be a president, a secretary, and a chief financial officer who shall be designated the treasurer. The corporation may also have, as determined by the board of directors, a chairperson of the board, one or more vice presidents, assistant secretaries, assistant treasurers, or other officers. Any number of offices may be held by the same person except that neither the secretary nor the treasurer may serve as the president or chairperson of the board.

### **SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE**

Any person may serve as an officer of this corporation. Officers shall be elected by the board of directors, at any time, and each officer shall hold office for a term of two years or until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

### **SECTION 3. SUBORDINATE OFFICERS**

The board of directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the board of directors.

#### **SECTION 4. REMOVAL AND RESIGNATION**

Any officer may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the president or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

#### **SECTION 5. VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

#### **SECTION 6. DUTIES OF PRESIDENT**

The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control all of the day to day affairs of the corporation. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation of this corporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. The president shall have authority, subject to such rules as may be prescribed by the Board, to appoint such agents and employees of the Corporation as he or she shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the president. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors.

## **SECTION 7. DUTIES OF VICE PRESIDENT**

In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

## **SECTION 8. DUTIES OF SECRETARY**

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

Ensure that the minutes of meetings of the corporation, any written consents approving action taken without a meeting, and any supporting documents pertaining to meetings, minutes, and consents shall be contemporaneously recorded in the corporate records of this corporation. "Contemporaneously" in this context means that the minutes, consents, and supporting documents shall be recorded in the records of this corporation by the later of (1) the next meeting of the board, committee, membership, or other body for which the minutes, consents, or supporting documents are being recorded, or (2) sixty (60) days after the date of the meeting or written consent.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or these bylaws.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefore, the bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation of this corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

#### **SECTION 9. DUTIES OF TREASURER**

Subject to the provisions of these bylaws relating to the "Execution of Instruments, Deposits, and Funds," the treasurer shall:

Oversee the development and observation of the organization's financial policies and budget.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

#### **SECTION 10. COMPENSATION**

The salaries of the officers, if any, shall be fixed from time to time by resolution of the board of directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation, provided, however, that such compensation paid a director for serving as an officer of this corporation shall

only be allowed if permitted under the provisions of Article 3, Section 6, of these bylaws. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable or public purposes of this corporation. All officer salaries shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

## **ARTICLE 5 COMMITTEES**

### **SECTION 1. EXECUTIVE COMMITTEE**

The board of directors may, by a majority vote of directors, designate two (2) or more of its members (who may also be serving as officers of this corporation) to constitute an executive committee of the board and delegate to such committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except with respect to:

- (a) The approval of any action which, under law or the provisions of these bylaws, requires the approval of the members or of a majority of all of the members.
- (b) The filling of vacancies on the board or on any committee that has the authority of the board.
- (c) The fixing of compensation of the directors for serving on the board or on any committee.
- (d) The amendment or repeal of bylaws or the adoption of new bylaws.
- (e) The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repealable.
- (f) The appointment of committees of the board or the members thereof.
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (h) The approval of any transaction to which this corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

## **SECTION 2. OTHER COMMITTEES**

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. Such other committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the board and shall be clearly titled as "advisory" committees.

## **SECTION 3. MEETINGS AND ACTION OF COMMITTEES**

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the board of directors or by the committee. The time for special meetings of committees may also be fixed by the board of directors. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

# **ARTICLE 6 EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS**

## **SECTION 1. EXECUTION OF INSTRUMENTS**

The board of directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no

officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

## **SECTION 2. CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the board of directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the treasurer and countersigned by the president of the corporation.

## **SECTION 3. DEPOSITS**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

## **SECTION 4. GIFTS**

The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

# **ARTICLE 7 CORPORATE RECORDS, REPORTS, AND SEAL**

## **SECTION 1. MAINTENANCE OF CORPORATE RECORDS**

The corporation shall keep at its principal office in the State of California:

- (a) Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;

- (c) A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- (d) A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

## **SECTION 2. CORPORATE SEAL**

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

## **SECTION 3. DIRECTORS' INSPECTION RIGHTS**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation.

## **SECTION 4. MEMBERS' INSPECTION RIGHTS**

If this corporation has any members, then each and every member shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

- (a) To inspect and copy the record of all members' names, addresses, and voting rights, at reasonable times, upon five (5) business days' prior written demand on the corporation, which demand shall state the purpose for which the inspection rights are requested.
- (b) To obtain from the secretary of the corporation, upon written demand and payment of a reasonable charge, an alphabetized list of the names, addresses, and voting rights of those members entitled to vote for the election of directors as of the most recent record date for which the list has been compiled or as of the date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before

the later of ten (10) business days after the demand is received or after the date specified therein as of which the list is to be compiled.

(c) To inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the board or committees of the board, upon written demand on the corporation by the member, for a purpose reasonably related to such person's interests as a member.

#### **SECTION 5. RIGHT TO COPY AND MAKE EXTRACTS**

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

#### **SECTION 6. ANNUAL REPORT**

The board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation and, if this corporation has members, to any member who requests it in writing, which report shall contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any information required by Section 7 of this Article.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

#### **SECTION 7. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS TO MEMBERS**

This corporation shall mail or deliver to all directors and any and all members a

statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

Any transaction in which the corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

- (a) Any director or officer of the corporation, or its parent or its subsidiary (a mere common directorship shall not be considered a material financial interest); or
- (b) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent, or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than Fifty Thousand Dollars (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than Fifty Thousand Dollars (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the previous fiscal year to any director or officer, except that no such statement need be made if such indemnification was approved by the members pursuant to Section 5238(e)(2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the corporation, the nature of such person's interest in the transaction, and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

## **ARTICLE 8 FISCAL YEAR**

### **SECTION 1. FISCAL YEAR OF THE CORPORATION**

The fiscal year of the corporation shall begin on January 1 and end on December 31 in each year.

**ARTICLE 9**  
**CONFLICT OF INTEREST AND COMPENSATION APPROVAL POLICIES**

**SECTION 1. PURPOSE OF CONFLICT OF INTEREST POLICY**

The purpose of this conflict of interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

**SECTION 2. DEFINITIONS**

(a) Interested Person. Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the corporation has a transaction or arrangement;
2. A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement; or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph b, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **SECTION 3. CONFLICT OF INTEREST AVOIDANCE PROCEDURES**

(a) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction

or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

(d) Violations of the Conflicts of Interest Policy. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **SECTION 4. RECORDS OF BOARD AND BOARD COMMITTEE PROCEEDINGS**

The minutes of meetings of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **SECTION 5. COMPENSATION APPROVAL POLICIES**

A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

When approving compensation for directors, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraphs of this section of this article, the board or a duly constituted compensation committee of the board shall also comply with the following additional requirements and procedures:

(a) The terms of compensation shall be approved by the board or compensation committee prior to the first payment of compensation.

(b) All members of the board or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4958-6(c)(iii), which generally requires that each board member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations):

1. Is not the person who is the subject of compensation arrangement, or a family member of such person;
2. Is not in an employment relationship subject to the direction or control of the person who is the subject of compensation arrangement;
3. Does not receive compensation or other payments subject to approval by the person who is the subject of compensation arrangement;

4. Has no material financial interest affected by the compensation arrangement; and
5. Does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn has approved or will approve a transaction providing benefits to the board or committee member.

(c) The board or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:

1. Compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size and purpose and with similar resources;
2. The availability of similar services in the geographic area of this organization;
3. Current compensation surveys compiled by independent firms;
4. Actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement.

As allowed by IRS Regulation 4958-6, if this organization has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the board or compensation committee will have obtained and relied upon appropriate data as to comparability if it obtains and relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.

(d) The terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the board or compensation committee that approved the compensation. Such documentation shall include:

1. The terms of the compensation arrangement and the date it was approved;

2. The members of the board or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each board or committee member;
3. The comparability data obtained and relied upon and how the data was obtained;
4. The board or compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization is higher or lower than the range of comparability data obtained, the board or committee shall record in the minutes of the meeting the basis for its determination;
5. The board or committee makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the board or committee meeting;
6. Any actions taken with respect to determining if a board or committee member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the arrangement).

The minutes of board or committee meetings at which compensation arrangements are approved must be prepared before the later of the date of the next board or committee meeting or 60 days after the final actions of the board or committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the board and committee as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next board or committee meeting following final action on the arrangement by the board or committee.

## **SECTION 6. ANNUAL STATEMENTS**

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (a) Has received a copy of the conflicts of interest policy,
- (b) Has read and understands the policy,
- (c) Has agreed to comply with the policy, and
- (d) Understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **SECTION 7. PERIODIC REVIEWS**

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

## **SECTION 8. USE OF OUTSIDE EXPERTS**

When conducting the periodic reviews as provided for in Section 7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**ARTICLE 10  
AMENDMENT OF BYLAWS**

**SECTION 1. AMENDMENT**

Subject to any provision of law applicable to the amendment of bylaws of public benefit nonprofit corporations, these bylaws, or any of them, may be altered, amended, or repealed and new bylaws adopted as follows:

- (a) Subject to the power of members, if any, to change or repeal these bylaws under Section 5150 of the Corporations Code, by approval of the board of directors unless the bylaw amendment would materially and adversely affect the rights of members, if any, as to voting or transfer, provided, however, if this corporation has admitted any members, then a bylaw specifying or changing the fixed number of directors of the corporation, the maximum or minimum number of directors, or changing from a fixed to variable board or vice versa, may not be adopted, amended, or repealed except as provided in subparagraph (b) of this Section; or
- (b) By approval of the members, if any, of this corporation.

**ARTICLE 11  
AMENDMENT OF ARTICLES**

**SECTION 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS**

Before any members have been admitted to the corporation, any amendment of the articles of incorporation may be adopted by approval of the board of directors.

**SECTION 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS**

After members, if any, have been admitted to the corporation, amendment of the articles of incorporation may be adopted by the approval of the board of directors and by the approval of the members of this corporation.

**SECTION 3. CERTAIN AMENDMENTS**

Notwithstanding the above sections of this Article, this corporation shall not amend its articles of incorporation to alter any statement which appears in the original articles of incorporation of the names and addresses of the first directors of this corporation, nor the name and address of its initial agent, except to correct an error in such statement or

to delete such statement after the corporation has filed a "Statement by a Domestic Nonprofit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

**ARTICLE 12  
PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

**SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

No member, director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these bylaws and is fixed by resolution of the board of directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. All members, if any, of the corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the articles of incorporation of this corporation and not otherwise.

**ARTICLE 13  
MEMBERS**

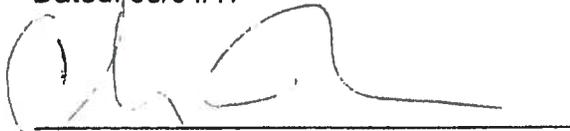
**SECTION 1. DETERMINATION OF MEMBERS**

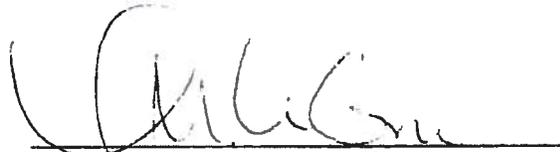
If this corporation makes no provision for members, then, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the articles of incorporation or bylaws of this corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the board of directors.

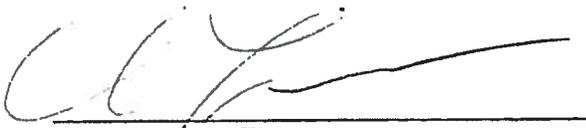
**WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS**

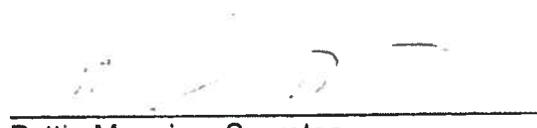
We, the undersigned, are all of the persons acting as the directors of Stray Cat Alliance, a California nonprofit corporation, and, pursuant to the authority granted to the directors by these bylaws to take action by unanimous written consent without a meeting, or at a meeting, consent to, and hereby do, adopt the foregoing bylaws, consisting of twenty-eight (28) pages, including this one, as the bylaws of this corporation.

Dated: 03/04/17

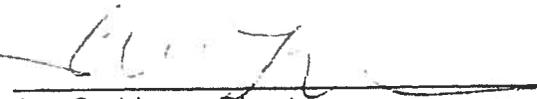
  
Christi Metropole, President

  
Yvonne LeGrice, Board Chair

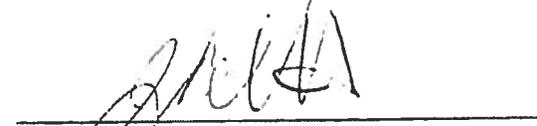
  
Aaron Leifer, Treasurer

  
Pattie Manning, Secretary

  
Angie Rubin, Director

  
Ava Sadripour, Director

\_\_\_\_\_  
Katherine Ruffner, Director

  
Jon Pelletier, Director

**CERTIFICATE**

This is to certify that the foregoing is a true and correct copy of the bylaws of the corporation named in the title thereto and that such bylaws were duly adopted by the board of directors of said corporation on the date set forth below.

Dated: 03/04/2017

  
\_\_\_\_\_  
Pattie Manning, Secretary





**City of Garden Grove  
Compliance Summary Report**

| Vendor Number | Vendor Name        | AM Best Rating | Insurance Carrier                                  | Policy #     | Eff. Date  | Exp. Date  | Coverage          |
|---------------|--------------------|----------------|--|--------------|------------|------------|-------------------|
| 74505         | STRAY CAT ALLIANCE | Compliant      |  |              |            |            |                   |
|               |                    | Ag . VII       | Nonprofits' Insurance Alliance of California, Inc. | 201841677npo | 10/15/2018 | 10/15/2019 | Auto Liability    |
|               |                    | Ag . VII       | Nonprofits' Insurance Alliance of California, Inc. | 201841677umb | 10/15/2018 | 10/15/2019 | Excess Liability  |
|               |                    | Ag . VII       | Nonprofits' Insurance Alliance of California, Inc. | 201841677npo | 10/15/2018 | 10/15/2019 | General Liability |
|               |                    | A+p . XV       | Hartford Underwriters Insurance Company            | 72wecab9sl1  | 10/12/2018 | 10/12/2019 | Workers Comp      |

**Risk Profile :** Professional Services/Consulting

**Required Additional Insured :** City of Garden Grove, its officers, officials, agents, employees and volunteers