

## DOG BOARDING FACILITY AGREEMENT

This Dog Boarding Agreement ("Agreement") is entered into on October 7, 2025 by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and Kennel Club of Southern California Inc., a California corporation dba Kennel Club LAX ("Facility"). The City and the Facility are collectively referred to as the "Parties."

WHEREAS, the City desires to entrust the Facility to care for its dog(s) ("City Dog(s)") under the terms and conditions set forth herein; and

WHEREAS, the Facility agrees to provide boarding and care services for the City Dog(s) in accordance with this Agreement and Exhibit A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **CARE OF CITY DOG(S).** The Facility shall provide boarding and care services for the City Dog(s) in strict compliance with the rules and regulations set forth in Exhibit A, which include specific, measurable standards for care, sanitation, security, and staff training. The Facility shall:
  - a. Maintain daily logs documenting compliance with Exhibit A, available to the City upon request.
  - b. Notify the City immediately of any suspected noncompliance or incidents involving the City Dog(s), including injuries, disease outbreaks, escape attempts, or behavioral issues, with a detailed written report submitted within 24 hours.
  - c. Ensure City Dog(s) do not leave the facility grounds under any circumstances, with all activities, including exercise, conducted in designated secure areas as specified in Exhibit A.
  - d. Restrict handling of City Dog(s) to Facility personnel explicitly authorized by the City, maintaining an updated list of such personnel for City review.
  - e. Permit unannounced inspections by City representatives to verify compliance with Exhibit A, including access to daily logs, security measures, and authorized personnel records.
  - f. Ensure all personnel handling City Dog(s) undergo training on Exhibit A's rules and any specific handling requirements provided by the City, complying with all written City instructions.
  - g. Maintain open communication with the City, providing updates on the City Dog(s)' wellbeing upon request, with a designated point of contact to address City inquiries.
2. **CITY'S REPRESENTATIONS.** To the best of the City's knowledge, based on reasonable due diligence, including health screening questionnaires or veterinary certifications provided to the Facility prior to boarding, the City represents that:
  - a. The City Dog(s) have not been diagnosed with contagious diseases, including but not limited to Canine Influenza Virus (CIV), Leptospirosis, Giardia, Distemper, Parvo, Rabies, Canine Cough, within the thirty (30) days prior to boarding.
  - b. The City Dog(s) have not displayed dangerous behavior toward humans or other animals.
  - c. The City Dog(s) do not exhibit escape-like behaviors or destructive tendencies, or such tendencies have been disclosed to the Facility.

- d. The City will disclose any medical, behavioral, or boarding issues, including known escape tendencies, in advance. The Facility acknowledges that these representations are based on available information and assumes all risks of reliance thereon, provided they are made in good faith.

### 3. INDEMNIFICATION

- a. **City's Indemnification.** To the maximum extent permitted by the law, the City shall indemnify, defend, and hold harmless the Facility, its owners, employees, and agents from any claims, demands, or causes of action arising from the City Dog(s)' actions, provided the Facility has fully complied with all rules in Exhibit A. The City's indemnification obligation shall not exceed \$5,000 per incident, unless otherwise agreed. The City reserves the right to select counsel and control the defense of any claim it indemnifies.
  - b. **Facility's Indemnification.** If the Facility fails to comply with any rule in Exhibit A, or engages in negligence or willful misconduct, the Facility shall indemnify, defend, and hold harmless the City, its officials, officers, employees, and agents from any and all claims, demands, liabilities, or causes of action, including personal injury, property damage, contagious disease transmission, or security breaches, arising from such noncompliance, negligence, or misconduct to the maximum extent permitted by the law. The Facility shall bear all associated costs, including reasonable attorneys' fees. In such cases, the City shall have no liability whatsoever.
  - c. **Survival.** These indemnification obligations shall survive this MOU.
4. **INSURANCE.** The Facility shall maintain general liability insurance of at least \$1,000,000 per occurrence, explicitly covering replacement and retraining costs of trained service animals, naming the City as an additional insured, and shall provide annual proof of coverage to the City. The Facility acknowledges that City Dog(s) may include trained service animals with significant value, and insurance coverage shall account for such risks.
5. **NOTIFICATION AND COOPERATION.** The Facility shall notify the City immediately of any third-party claims, suspected noncompliance, or incidents involving the City Dog(s), including escapes, health issues, or security breaches, and shall cooperate fully in any defense efforts, including providing relevant records and testimony.
6. **HEALTH CARE.** The Facility shall take reasonable measures to maintain the health of the City Dog(s), with written approval from a representative of the City of Redondo Beach Police Department including treatments. The City shall reimburse the Facility for all reasonable expenses incurred for such care, provided the Facility complies with Exhibit A.
7. **CHARGES AND BILLING.** The City shall pay all charges for boarding and related services in accordance with the following protocol:
- a. The Facility shall establish a client file for each City Dog under the City Police Department.
  - b. Upon check-out, the Facility shall issue an invoice directly to the City Police Department for the boarding services provided.

- c. The Facility shall obtain and maintain on file the email address of the designated contact(s) in the City's accounting department responsible for processing payments, with invoices sent to such contact(s).
  - d. The City will pay the invoice within thirty (30) days of its receipt provided there is no dispute over the invoice.
  - e. The standard boarding rate shall be \$46.40 per day, fixed for the duration of this Agreement unless mutually agreed upon in writing by both Parties.
  - f. Given the City's law enforcement status, the Facility shall not charge additional fees for pickup or drop off outside normal business hours.
8. **PERSONAL ITEMS.** The Facility is not responsible for loss or damage to personal items left with the City Dog(s), such as collars, leashes, or toys. The City shall label all items with the City Dog(s)' name and assumes all risks associated with leaving such items.
9. **SOCIAL ENVIRONMENTS.** If the City requests a social environment, the Facility shall ensure the City Dog(s) meet the requirements in Exhibit A, including spaying/neutering and socialization. No City Dog may share an exercise area with another canine unless explicitly authorized in writing by the City. The Facility may remove a City Dog from a social environment if it displays aggression or behavior detrimental to itself, other animals, or persons, as determined by the Facility, provided the Facility documents the decision in writing within 24 hours, specifying the observed behavior and confirming compliance with Exhibit A's standards. The Facility shall notify the City immediately of such action. The City acknowledges increased risks of injury or illness in social environments.
10. **LODGING ADJUSTMENTS.** The Facility may relocate a City Dog from premium lodging to standard lodging if the City Dog exhibits destructive or escape-like behavior, as determined by the Facility, provided the new lodging meets the security requirements in Exhibit A. The Facility shall document the decision in writing within 24 hours, specifying the observed behavior and confirming compliance with Exhibit A's standards, and notify the City immediately. The City shall be responsible for any property damage caused by the City Dog(s) and all associated cost only if the Facility has fully complied with Exhibit A. If the Facility's noncompliance with Exhibit A contributes to the damage, the City shall have no liability.
11. **EXIT BATH AND PICKUP.** The Facility may waive the final day's boarding fee if the City Dog(s) are picked up within regular business hours (8:00AM to 6:00PM) with an exit bath, and late pickups will not incur additional fees, reflecting the City's law enforcement status. The Facility shall release City Dog(s) only to a City representative or individual explicitly authorized in writing, as specified in Exhibit A.
12. **TERM.** This Agreement shall commence on October 7, 2025 and expire October 6, 2027.
13. **TERMINATION.** Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party. Notwithstanding the foregoing, the City may terminate this Agreement immediately upon written notice if the safety and wellbeing of the City Dog(s) are compromised due to the Facility's failure to comply with Exhibit A. Fees shall be prorated to the date of termination, and the City shall pay all fees and expenses incurred prior to termination.
14. **NON LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.** No official or employee of the City shall be personally liable for any default or liability under this Agreement.

15. **COMPLIANCE WITH LAWS.** The Facility shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
16. **NON-DISCRIMINATION.** The Facility shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. The Facility shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. The Facility shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. The Facility shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
17. **ASSIGNMENT AND SUBCONTRACTING.** The Facility shall not assign, transfer, or subcontract any portion of this Agreement without the prior written consent of the City. Any approved subcontractors shall comply with all terms of this Agreement, including insurance requirements.
18. **SUBCONTRACTORS.** The Facility shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. The Facility shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
19. **NOTICE.** Written notices to City and The Facility shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

**FACILITY.** Kennel Club LAX  
5325 W 102nd St Suite 100  
Los Angeles, CA 90045  
Attn: Kimberly Graner, Chief Operating Officer  
Email: kimberly@kennelclublax.com

**CITY.** City of Redondo Beach  
Police Department City Attorney's Office  
401 Diamond St  
Redondo Beach, CA 90277  
Attn: Lina Carrillo  
Email: lina.carrillo@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

20. **AMENDMENTS.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.
21. **AUTHORITY.** City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of the Facility warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of the Facility, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of the Facility.
22. **WAIVER.** The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
23. **GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
24. **SEVERABILITY.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
25. **ENTIRE AGREEMENT.** This Agreement, including Exhibit A, constitutes the entire understanding between the Parties and may not be modified except by a written amendment signed by authorized representatives of both Parties.


SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 7<sup>th</sup> day of October, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

KENNEL CLUB OF SOUTHERN CALIFORNIA  
INC., a California corporation dba Kennel Club LAX

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
  
By: 6DD594AC9845447...  
Name: Kimberly Graner  
Title: COO

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

Signed by:  
  
ABED8CF35EEF48C...  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## **EXHIBIT A**

### **RULES FOR HANDLING CITY OWNED WORKING CANINES AT KENNEL CLUB LAX [DOG BOARDING FACILITY]**

#### **1. Restriction on Facility Grounds Departure**

- a. City owned working canines boarding at the Facility shall not leave the Facility grounds under any circumstances during their stay.
- b. All activities, including exercise, must occur within the designated secure areas of the Facility to ensure the safety and security of the canines.

#### **2. Designated Exercise Areas**

- a. Exercise for City owned working canines shall be conducted exclusively in one of the Facility's secure outdoor dog runs or indoor runs.
- b. No City owned working canine may share an exercise yard or indoor run with another canine unless explicitly authorized in writing by the City Police Department's designated representative.

#### **3. Security Measures for Facility and Exercise Areas**

- a. The Facility perimeter must be secured with 8-foot fencing and/or 18- to 25-foot cement block walls to prevent unauthorized access or escape of City owned canines.
- b. Exercise yards and indoor accommodations designated for canines identified by the City as "escape artists" (those prone to climbing or jumping) must be equipped with additional fence covering to mitigate escape risks.
- c. Facility staff shall regularly inspect and maintain all security measures to ensure they remain fully operational, including but not limited to latches, locks, and fencing, in order to securely contain the canines within the enclosure.

#### **4. Authorized Facility Personnel for Handling**

- a. Only Facility personnel explicitly authorized by the City in writing may handle or interact with City owned working canines. Authorized personnel include:
  - i. Facility staff designated as handlers;
  - ii. Facility supervisors approved by the City;
  - iii. Any other personnel explicitly authorized by the City in writing.
- b. The Facility shall maintain a list of all personnel authorized to handle City owned canines, which must be submitted to the City upon request and updated as necessary.
- c. Unauthorized individuals, including nonauthorized facility staff, are strictly prohibited from interacting with City owned canines.

#### **5. Check-In and Check-Out Protocols**

- a. Prior to the time of check-in, the Facility shall obtain written instructions from the City regarding any specific handling requirements, authorized personnel, or restrictions for each canine.
- b. At the time of check-out, the Facility shall ensure that the canine is released only to a City representative or individual explicitly authorized by the City in writing.
- c. Since the City is a law enforcement entity, the Facility shall not charge additional fees for pick-up or drop-off outside of normal business hours.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> (WC) Heffernan Insurance Brokers 1350 Carlbach Avenue Walnut Creek CA 94596	<b>CONTACT</b> NAME: Sarah Field PHONE (A/C, No, Ext): 925-934-8500 E-MAIL ADDRESS: sarahf@heffins.com	<b>FAX</b> (A/C, No): 925-934-8278
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Crum & Forster Specialty Insurance Company		44520
INSURER B : Security National Insurance Company		19879
INSURER C : California Automobile Insurance Company		38342
INSURER D :		
INSURER E :		
INSURER F :		

License#: 0564249  
KENNCLU-02**INSURED**  
Kennel Club of Southern California, Inc.  
5325 W 102nd Street  
Los Angeles CA 90045**COVERAGES****CERTIFICATE NUMBER:** 1583223453**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO-116443	1/8/2025	1/8/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000058208	4/19/2025	4/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SNP1532601	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**City of Redondo Beach  
401 Diamond Street  
Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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