

AGREEMENT BIBLIOGRAPHY

Agreement With:	Orange County Emergency Pet Clinic
Agreement Type:	To provide emergency animal care services during after-hours and holidays as needed
Date Approved:	03 07 2017
Start Date:	03 07 2017
End Date:	03 06 2018 (Option to extend 2 years to 03/06/2020)
Contract Amount:	\$24,999
Comments	File No. 55 Public Works
Insurance Expiration:	07 01 2017
Date Archived:	ARCHIVED 03/15/2017



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

Phat Bui
Mayor Pro Tem - District 4

Kris Beard
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

March 9, 2017

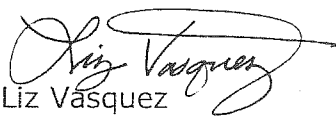
Orange County Emergency Pet Clinic
12750 Garden Grove Blvd
Garden Grove, CA 92843

Attention: Jorja Patterson

Enclosed is a copy of the Agreement by and between the City of Garden Grove and the Orange County Emergency Pet Clinic to provide emergency animal care services during after-hours and holidays as needed by the City of Garden Grove.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 7th day of March, 2018, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Orange County Emergency Pet Clinic**, 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 Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide Emergency Animal Care services during after-hours and holidays as needed by the City of Garden Grove per 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 be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional two (2) years, for a total performance period of three (3) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. 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 Twenty Four Thousand Nine Hundred Ninety Nine Dollars (\$24,999.00), per year, 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. 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.

CONTRACTOR has executed the Request for Exemption from Providing Automobile Liability Coverage, attached hereto as Attachment "C" and incorporated herein by this reference, and represents that it does not drive to or from the City of Garden Grove, for any reason, as part of the fulfillment of the services to be provided under this contract.

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 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)
Orange County Emergency Pet Clinic
 Attention: Jorja Patterson
 12750 Garden Grove Blvd.
 Garden Grove, CA 92843

 - 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.

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

Date: 3/6/17

**"CITY"
CITY OF GARDEN GROVE**

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 3/7/17

**"CONTRACTOR"
Orange County Emergency Pet Clinic**

By: ELAINE MYERS

Name: [Signature]

Title: HOSPITAL ADMINISTRATOR

Date: 12-14-2016

Tax ID No. 95-2987172

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

1-23-17
Date

ATTACHMENT "A"

Contract for Services Rendered

This is a contract entered into by Orange County Emergency Pet Clinic (hereinafter referred to as "the Provider") and Garden Grove Animal Control (hereinafter referred to as "the Client") on this date, January 1, 2017.

The term of this Agreement shall be effective from January 1, 2017 through January 1, 2019, inclusive only. The term of the Agreement may be extended by mutual agreement of the Parties.

The Provider's place of business is 12750 Garden Grove Blvd., Garden Grove, CA 92843 and the Client's place of business is _____

The Client hereby engages the Provider to provide emergency veterinary services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration as described herein under "Payment for Services Rendered."

Scope and Manner of Services

1. The Orange County Emergency Pet Clinic is to provide emergency veterinary triage services for animals found within the city of Garden Grove and presented to The Provider by an officer or citizen. These services will be offered at a standard flat fee.

Examples of services that will be provided for the standard fee include, but are not limited to:

Physical exam
Hospitalization
Mild wound care
Antibiotic medications
Pain control
Nursing care
Euthanasia

Examples of services that are NOT included in the standard fee:

Diagnostic blood/urine sampling
Radiographs
Ultrasound
Surgical procedures

The expectation is that any follow up care is to be provided by licensed veterinarians at the shelter. All cases seen will be provided with written copies of the medical record at discharge.

2. If the animal requires more extensive treatment beyond what is included in the standard fee, The Orange County Emergency Pet Clinic can provide this upon approval and written consent from the Client. When authorization for the more extensive treatment has been granted, a detailed case summary will be provided at discharge of the patient with notes regarding the doctor's findings, discussion of lab results, possible diagnoses or abnormalities, as well as recommendations for additional treatment of the patient. Additional services that may be rendered if the Client consents to an additional fee include radiographs, blood work, urinalysis, and surgeries.

Payment for Services Rendered

The standard fee is \$100 per case per day. All animals are to be picked up by 8:00am Monday through Friday to be transferred to the shelter for continued care or disposal. The Provider's staff will call the Client's dispatch when weekend cases have been triaged and are stable enough to be transferred to the shelter for continued care. Cases that are approved for additional services (i.e. animal cruelty cases), may be assigned a "not to exceed ___ dollar amount" based on the severity of the case and the amount of treatment required.

The Provider shall send out weekly invoices for services rendered that will cover all cases seen through the week. The invoices will be mailed or emailed to the Client's accounts payable department and should be paid within 90 days of the date of the invoice to avoid penalty. After 90 days of non-payment, balances on account will be sent to collections and no further services will be provided until the owed amount is paid in full and the business office has been notified.

Payment may be remitted to:

Orange County Emergency Pet Clinic
Attn: Accounts Receivable
12750 Garden Grove Blvd
Garden Grove, CA 92843

Questions about payments may be directed to:

AP/AR Office Manager Jorja Patterson
714-537-3032 or 714-441-2925

Applicable Law

This contract shall be governed by the laws of the County of Orange in the State of California and any applicable Federal Law.

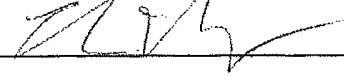
In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

(Printed name of Client or agent)

(Signature of Client or agent) (Date)

ELAINE MYERS, HOSPITAL ADMINISTRATOR

(Printed name of Provider or agent)



(Signature of Provider or agent) (date)



ORANGE COUNTY EMERGENCY PET CLINICS

12750 Garden Grove Blvd.
Garden Grove, CA 92843
714-537-3032

3920 N. Harbor Blvd.
Fullerton, CA 92835
714-441-2925

Corporate Resolution

The undersigned, Dr. L.S. Malo, Corporate President, and Dr. Dennis Riggs, Corporate Secretary, of the Orange County Emergency Pet Clinics, hereby consent in writing to the adoption of the following resolutions:

RESOLVED, that the Hospital Administrator, Elaine Myers, is authorized, empowered and directed, on behalf of the Corporation, to execute and deliver all documents, including contracts, and to take any and all action necessary with regards to the City of Garden Grove.

DATED: This 10 day of JAN, 2016

Orange County Emergency Pet Clinic, a California S Corporation

By: 

Name: Dr. L.S. Malo, Board President

The undersigned Secretary hereby represents that the above and foregoing is accurate and true and certifies the same.

By: 

Name: Dr. Dennis Riggs, Board Secretary

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Orange

Subscribed and sworn to (~~or affirmed~~) before me on this **10th** day of **January** **2017**

by **Leslie Stewart Malo**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(seal)

Signature *Elvira Lopez*

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Corporate Resolution for Orange County Emergency Pet Clinics

TITLE OR TYPE OF DOCUMENT

One

NUMBER OF PAGES

1/10/17

DATE OF DOCUMENT

None Other

SIGNER(S) OTHER THAN NAMED ABOVE

C. SECTION II- LIABILITY

The following paragraphs amend coverage provided under **SECTION II – LIABILITY** of the **Businessowners Coverage Form**.

1. Additional Insured By Contract, Agreement or Permit- Primary and Non-Contributory

Paragraph **C. Who Is An Insured** is amended to include as an insured any person or organization for whom you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy.

The insurance provided to the additional insured is limited as follows:

- a. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - (1) Premises you own, rent, lease, or occupy; or
 - (2) Your ongoing operations performed for that insured.
 - (3) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (a) The written contract or written agreement requires you to provide such coverage to the additional insured; and
 - (b) This policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. With respect to the insurance afforded to these additional insureds, the following is added to paragraph **D. Liability And Medical Expenses Limits Of Insurance**:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - (1) Required by the contract or agreement; or
 - (2) Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.
- c. If specifically required by a contract, agreement or permit, coverage provided by this insurance shall be primary and any other insurance available to the additional insured shall be excess and non-contributing.

2. Alienated Premises

Paragraph **B.1. Exclusions**, sub-paragraph **k.(2)** is replaced with the following:

Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

3. Bodily Injury Redefined

Paragraph **F. Liability and Medical Expenses Definitions**, sub-paragraph 3. "Bodily Injury" is replaced with the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.

4. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to paragraph **B. 1. Exclusions**, sub-paragraph **k.:**
Sub-paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
Paragraph **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. The following definition is added to paragraph **F. Liability and Medical Expenses Definitions**:
"Customers goods" means property of your customer on your premises for the purpose of being:
 - (1) Worked on; or
 - (2) Used in your manufacturing process.
 - (3) The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Broadened Named Insured

For purposes of the coverage provided by this endorsement, **C. Who Is An Insured**, paragraph 3. is added as follows:

All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as insureds under this policy if:

ATTACHMENT " _____ "

REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY
COVERAGE

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind Orange County Emergency Pet Clinic.
Company Name

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME OF AUTHORIZED PERSON: Jonja Patterson

TITLE OR POSITION OF AUTHORIZED PERSON: Office Manager

COMPANY NAME: Orange County Emergency Pet Clinic

DATE: March 2, 2017

NOTE: This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST
City/Agency/Sanitary District Use Only

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: _____

DATE: 3-2-17