

CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

Mayor

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.

January 17, 2018

Garden Grove Dog and Cat Hospital, Inc. 10822 Garden Grove Boulevard Garden Grove, CA 92843

Attention: Mark D. Malo, D.V.M.

Enclosed is copy of the fully executed Revocable License Agreement by and between the City of Garden Grove and Garden Grove Dog and Cat Hospital, Inc., to use the property owned by the City located at 13042 Century Avenue, for employee and customer parking.

Sincerely,

Teresa Pomeroy, CMC City Clerk

By:

Liz Vasquez

Deputy City Clerk

Enclosure

c: Finance Department

Finance Department/Purchasing

City Manager's Office

Steven R. Jones

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

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made as of December 2017 ("License"), by and between the CITY OF GARDEN GROVE ("City") and GARDEN GROVE DOG AND CAT HOSPITAL, INC., a California corporation ("Licensee").

WHEREAS, the Licensee has requested the use of property owned by the City of Garden Grove located at 13042 Century Avenue, also known by Assessor's Parcel Numbers 09909114, in the City of Garden Grove, State of California ("Site") for the parking of the Licensee's employees' and customers' vehicles; and

WHEREAS, the City of Garden Grove is willing to give to Licensee a short term license to use the Site strictly in accordance with the terms and conditions of this License;

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Site.</u> The Site is located at **13042 Century Avenue**, known by Assessor's Parcel Numbers 09909114. The Site contains approximately 7,616.16 square feet of unimproved land.
- 2. Permit to Enter the Site. The City of Garden Grove grants to Licensee a nonexclusive revocable license to enter and use the Site for the sole purpose set forth in Section 5 hereof and for no other purpose, subject to Licensee's compliance with all of the terms of this License. Licensee shall not permit any other person, except Licensee's employees, customers and agents, to enter or use the Site without the City of Garden Grove's prior written consent. Licensee acknowledges and agrees that it is not a tenant on the Site and any rights or benefits which may accrue to Licensee by reason of execution of this License or use of the Site shall solely be those of a licensee and not a tenant.
- 3. <u>Consideration/License Fee.</u> In consideration for this License, Licensee agrees to clean up and maintain the Site in a clean and sanitary condition, free of debris, weeds and vermin consistent with local regulations pursuant to Sections 7 and 8 hereof. Licensee also agrees to pay a monthly fee to the CITY in the amount of two hundred fifty dollars (\$250).
- 4. <u>Term.</u> This License is valid for a term beginning December 2017 and shall continue until the Site is no longer needed for the purposes set forth in Section 5 hereof, or until either party gives a 30-day notice of termination. This License Agreement is on a month to month basis.
- 5. <u>Use.</u> The Premises shall be used solely for the parking of the Licensee's employees' and customers' motor vehicles and for no other use.
- 6. <u>Security Deposit.</u> Licensee shall pay to City a security deposit of five hundred dollars (\$500.00) prior to delivery of possession of the Premises to Licensee ("Security Deposit"). The Security Deposit shall be returned to Licensee within thirty (30) days after the termination of this License Agreement if the Premises are left in the condition required by this License Agreement and Licensee is not otherwise in default hereunder.

- 7. Regulations. Licensee shall obtain, at its sole cost and expense, all governmental permits and authorizations of whatever nature required by any governmental agencies having jurisdiction over Licensee's use of the Site. Licensee, at its sole cost, will comply with all applicable governmental laws and regulations. Licensee will also comply with any and all reasonable rules and regulations promulgated by the City, but not limited to, those attached to this License Agreement as Exhibit A and incorporated herein by reference.
- 8. Condition and Maintenance of Site. Licensee shall maintain the Premises in a neat, clean, orderly and safe condition and shall be responsible for any damage done in or to the Premises caused by Licensee or its employees, agents, or contractors. Upon termination of this License Agreement, Licensee shall peaceably surrender and quit the Premises in good order, condition and repair, reasonable wear and tear, excepted only and, at its expense, shall remove all of its trade fixtures and personal property and repair any damage to the Premises occasioned by removal of these items.
- 9. <u>Improvements.</u> Licensee, its employees, agents or contractors shall construct no structure, sign or other improvement of any kind on the Site without the prior written approval of the City in each case notwithstanding installation of improvements for dust, water, and noise control pursuant to Sections 7 and 8. Licensee shall submit plans and specifications to the City for approval in each instance. Approval may be withheld, at the City's sole discretion. No changes, modifications or alterations from approved plans and specifications may be made without the City's prior written approval. No approval by the City of any plans or specifications shall constitute (i) approval of architectural or engineering sufficiency or representation, or (ii) warranty by the City as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Licensee's use or purpose. The City, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications.
- 10. Liens. Licensee shall not permit to be placed against the Site, or any part of the Site, any mechanics', materialmen's, contractors' or subcontractors' liens. Licensee shall indemnify, defend and hold the City harmless from all liability for any and all liens, claims and demands, together with the costs of defense and reasonable attorneys' fees related to same. Notwithstanding anything to the contrary set forth above, if Licensee in good faith desires to contest the validity of any lien, then Licensee shall procure, record and furnish to the City a surety bond or other security satisfactory to the City in an amount equal to at least one and one-half (11/2) times the amount of the contested lien, claim or demand, which bond or other security shall discharge the lien of record and hold the Site free from the effect of the lien or claim. The City reserves the right, at any time and from time to time, to post and maintain on the Site, any portion thereof or on the improvements on the Site any notices of nonresponsibility or other notice as may be desirable to protect the City against liability. In addition to and not in limitation of the City's other rights and remedies under this License, should Licensee fail, within ten (10) days of a written request from the City, either to discharge any lien or claim related to Licensee's use of the Site or to bond for any lien or claim as provided above, or to indemnify, hold harmless and defend the City from and against any loss, damage, injury, liability or claim arising out of Licensee's use of the Site as provided above, then the City, at its option, may elect to pay any lien, claim, loss, demand, injury,

liability or damages, or settle or discharge any action or satisfy any judgment and all costs, expenses and attorneys' fees incurred in doing so shall be paid to the City by Licensee upon written demand, together with interest thereon at the rate of ten percent (10%) per annum from the date incurred or paid through and including the date of payment.

- 11. <u>Indemnity.</u> Licensee shall indemnify, defend and hold the City of Garden Grove ("City") harmless from any loss, damage, injury, accident, casualty, liability claim, cost or expense (including, but not limited to, reasonable attorney's fees) of any kind or character to any person or property arising from or related to any act or omission of Licensee, its employees, agents or contractors. The City shall not be responsible for any loss or theft of any property on the Site. Licensee waives all claims or demands against the City for any loss, damage, or injury to Licensee or Licensee's property and agrees to so indemnify and hold the City harmless.
- 12. <u>Insurance.</u> Prior to entering the Site and at all times during the Term, Licensee, at its sole expense, shall maintain a policy or policies of insurance with a reputable insurance company acceptable to the City, meeting the requirements set forth in Exhibit B attached hereto and incorporated herein by reference. Licensee shall, prior to entering into possession of the Site, deliver to City certificates of insurance evidencing same.
- 13. <u>Termination and Remedies.</u> This License may be terminated or revoked for any reason by the City following thirty (30) days' written notice. The City incurs no liability whatsoever for termination of this License at any time. If Licensee is in breach of any of its obligations under this License and fails to cure such breach within forty-eight (48) hours of receipt of written notice from the City specifying the nature of the breach (or commence to cure and diligently pursue such cure to completion if such cure takes over forty-eight (48) hours), the City shall have the right to terminate this License by written notice to Licensee.

Upon termination or revocation of the License, Licensee agrees to vacate the Site and to surrender this License on or before the termination date specified by the City. The City may at its election remove any of Licensee's vehicles, supplies or equipment left on the Site after the termination date, and the City shall have no obligation to insure the safekeeping or storage of any items removed from the Site by the City. In addition to the foregoing, in the event of termination due to a breach by Licensee of any provision of this License, the City may also seek all other remedies available at law or in equity including, but not limited to, a suit for damages or an action for specific performance or injunction. All remedies provided in this License or by law or in equity shall be cumulative and nonexclusive.

- 14. <u>Inspection.</u> The City and its representatives, employees, agents or independent contractors may enter and inspect the Site or any portion of the Site or any improvements on the Site at any time and from time to time.
- 15. <u>Non-assignment.</u> Licensee may not assign, sublet or otherwise transfer its interest under this License. Any attempted assignment, sublet or transfer made in violation of this provision shall be null and void.

- 16. Costs of Enforcement. If it is necessary for either party to employ an attorney to commence an action to enforce any of the provisions of this License, the nonprevailing party agrees to pay all costs of such action including, but not limited to, court costs and reasonable attorneys' fees.
- 17. <u>Notices.</u> All notices, consents, submissions for approvals, approvals, requests, demands and other communications provided for in this License shall be in writing and shall be deemed to have been duly given and received if and when personally served or forty-eight (48) hours after being deposited in the United States mail, registered, return receipt requested, postage prepaid, addressed to the intended party at:

CITY OF GARDEN GROVE:

City of Garden Grove Attention: Shawn Park 11222 Acacia Parkway Garden Grove, CA 92842

LICENSEE:

Garden Grove Dog and Cat Hospital 10822 Garden Grove Boulevard, Garden Grove CA 92843 Attention: Mark D. Malo, D.V.M

- Miscellaneous. This License constitutes the entire agreement between the City and Licensee pertaining to the subject matter of this License and supersedes all prior and contemporaneous agreements, representations, and understandings of the City and Licensee, oral or written. No supplement, modification or amendment of this License shall be binding unless in writing and executed by Licensee and the City. No waiver of any provision of this License shall constitute a continuing waiver or waiver of any other provision. This License shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of this License are for purposes of reference only and shall not limit or define the meaning of any provision. This License may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Neither this License nor a short form memorandum of this License shall be filed or recorded in any public office.
- 19. <u>Non-Discrimination</u>. Licensee covenants that there shall be no discrimination against or segregation of any person, group, or employees due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any action or activity pursuant to this license.
- 20. <u>Relocation Benefits.</u> Licensee acknowledges that it is not and shall not be eligible for relocation assistance or benefits, or any claims, costs or obligations related in any manner thereto. Licensee hereby knowingly waives all notices of termination that may be required

pursuant to California Government Code section 7260, et. seq., or any other displacement, acquisition or relocation laws or regulations, and waives all rights such relocation benefits, assistance and/or other compensation of whatever kind or nature.

(SIGNATURES ON THE FOLLOWING PAGE)

The City and Licensee have executed this instrument as of the date first above written.

CITY OF GARDEN GROVE

	By: City Man
ATTEST:	
By: Delea Tomeroy City Clerk	
Date: 11/17/17	
APPROVED AS TO FORM City Attorney	

LICENSEE

By: _	MARK MALO
Its: _	
By: _	Mhds
Its:	

EXHIBIT A

14,117

RULES AND REGULATIONS

Licensee, its employees, and agents shall abide by the following rules and regulations ("Rules") and any modifications and additions to these Rules at any time made.

- 1. <u>Hours of Operation</u>. Licensee will receive notification from City Manager or his designee of the minimum business hours it shall maintain during the term of the License.
- 2. <u>Hazardous Materials</u>. Licensee shall not store or stockpile or permit to be stored or stockpiled upon the Site any chemicals, unhealthy substances, pesticides, explosive materials, corrosive substances or other hazardous materials. The term "Hazardous Materials" shall mean (i) any "hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 <u>et seq.</u>), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Sections 25300 <u>et seq.</u>), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) petroleum, oil, gasoline (refined and unrefined) and their respective by-products and constituents; and (vi) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any "Governmental Requirements" either requires special handling in it use, transportation, generation, collection, storage, treatment or disposal, or is defined as: hazardous" or harmful to the environment.
- 3. <u>Condition of Site.</u> Licensee shall keep the Site in a clean and sanitary condition satisfactory to the Successor Agency at all times during the term of this License. No dust, offensive or refuse matter, nor substance constituting an unnecessary, unreasonable or unlawful hazard or material detrimental to the public health shall be permitted or remain thereon, and Licensee shall prevent any such matter or material from accumulating in the Site. Licensee shall use best management practices to eliminate to the extent practicable the generation of dust on the Site as a result of Licensee's activity on the Site or as otherwise directed by the Successor Agency or any other regulatory agency.
- 4. <u>Signs.</u> No sign or advertisement display shall be inscribed, painted or affixed by Licensee on any part of the Site without the prior written consent of the City Manager or his designee.
- 5. <u>Conflict of Rules with License</u>. If there is any conflict, inconsistency or ambiguity between these Rules and the License, the provisions of the License shall control and prevail.

EXHIBIT B

INSURANCE REQUIREMENTS

- 1. COMMENCEMENT OF WORK. Licensee shall not take possession of the Site of the Property under this License until all certificates and endorsements have been received and approved by the City of Garden Grove. All insurance required by this License 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.
- 2. <u>WORKERS COMPENSATION INSURANCE</u>. For the duration of this License, Licensee, its contractors and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- 3. <u>INSURANCE AMOUNTS</u>. Licensee shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to Successor Agency and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.
 - (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to the City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 3 (a) shall designate the City of Garden Grove, its officers, officials, agents, employees, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the Licensee. Licensee shall provide to the City proof of insurance and endorsement forms that conform to the City's requirements, as approved by the City.

An Additional Insured Endorsement for the policy under section 3 (b) shall designate the City of Garden Grove, its officers, officials, agents, employees, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the Licensee. Licensee shall provide to the City proof of insurance and endorsement forms that conform to the City's requirements, as approved by the City.

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

ACORÉ

CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 08/01/2017 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(les) 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 ileu of such endorsement(s). 888-762-3143 CONTACT Dian Thomas Veterinary ins. Services Co. PHONE (A/C, No, Ext): 888-762-3143 E-Mailess: dthomas@visc-ins.com FAX (A/C, No): 916-921-2266 CA License #0F84180 1400 River Park Drive, #180 Sacramento, CA 95815 Kathy R. Noe, CPCU, ARM -VP INSURER(S) AFFORDING COVERAGE NAIC # Allianz Global/Fireman's Fund INSURED Garden Grove Dog & Cat Hosp Preferred Employers Ins INSURER B Animal inns of America Leslie S. Malo & INSURER C Ardyce L. Malo INSURER D : AllianzGlobal/FFIC NAIC#21849 Brent Hess DVM & Mark Malo DVM Preferred Empl. NAIC#10900 10822 Garden Grove Blvd. INSURER E Garden Grove, CA 92843 INSURER F CERTIFICATE NUMBER: 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 POLICY EXP TYPE OF INSURANCE POLICY NUMBER POLICY EFF LIMITER X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (En occurrence) AZC80917574 X 07/01/2017 | 07/01/2018 100,000 10.000 MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE POLICY 骝 X LOC 2,000,000 PRODUCTS - COMP/OP AGG OTHER Emp Ben. 1,000,000 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 1.000.000 X ANY AUTO MZA80325964 07/01/2017 | 07/01/2018 **BODILY INJURY (Per person)** SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) AUTOS ONLY NON-OWNED UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTION S Workers compensation and employers' Liability X PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? CTN164022-1 07/01/2017 07/01/2018 1,000,000 OFFICER/MEMBER (Mandatory in NH) E.L. EACH ACCIDENT N/A 1.000.000 E.L. DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below 1.000.000 E.L. DISEASE - POLICY LIMIT

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

RE: Leased Parking lot located at 10782 Garden Grove BLvd. and 13042 Century Blvd, Garden Grove, CA
The insurance provided under this policy is primary if required by written

insured contract

30 Days NOC/10 Days NOC for nonpayment of premium

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requirem	Inda.	- •

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CANCELLATION

City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842-3070

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 REPRÉSENTATIVE

athy/R_Noe, CPCU, ARM -VP

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Additional Insured - Manager or Lessors of Premises - AB 04 02 A 09 94 Policy Amendment Section II

Insured: Garden Grove Dog & Cat Hospital

Animal Inns of America

Leslie S. Malo & Ardyce L. Malo, Trustees of

The Malo Family Trust

Producer: Veterinary Ins Services Co.

Policy Number: AZC80917574

Effective Date: 07/01/17

Schedule

Designation of Premises (Part Leased to You)

Parking Lot located at 10782 Garden Grove Blvd and 13042 Century Blvd, Garden Grove, CA 92843

Name of Person or Organization (Additional Insured)

Risk Management

City of Garden Grove, its officers, officials, employees, volunteers and agents are included as additional insureds as respects General Liability.

The insurance under this policy is primary if required by written contract 30 Days Notice of Cancellation/10 Days Notice of Cancellation for nonpayment of premium

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement)

The following is Added to Part I – WHO IS AN IN-SURED in the Business Liability Section of this policy

- 5. The person or organization shown in the Schedule is also an insured, but only with respects to liability Arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.
- 6. The following exclusions are added to Part H. Exclusion:

This insurance does not apply to:

- a. Any occurrence that takes place after you cease to be a tenant in the premises described in the Schedule.
- Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Schedule.

All other terms and conditions of the policy apply.

This form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy.

Authorized Agent

AB9067 12-93

Date

Reviewed and approved as to insurance temperature

Neinium

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