



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.*

January 24, 2018


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

Attention: Jorja Patterson

Enclosed is a copy of Amendment No. 1 to 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 Department

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

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Provide Emergency Animal Care services during after-hours and holidays as needed by the City of Garden Grove per Attachment A.

This Amendment No. 1 to Provide Emergency Animal Care services during after-hours and holidays as needed by the City of Garden Grove per Attachment A is made and entered into this 23rd day of JANUARY 2018, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Orange County Emergency Pet Clinic**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **156173** effective **March 7, 2017**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from March 7, 2018 through March 6, 2019.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$24,999.00 to a new Firm Fixed Price of \$49,998.00. This is an increase of \$24,999.00 to cover the first option year.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 1/22/18

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 1/23/18

"CONTRACTOR"
Orange County Emergency Pet Clinic

By: [Signature]

Name: ELAINE MYERS

Title: HOSPITAL ADMIN

Date: 12/26/17

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

1-17-18
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2017

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(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).

PRODUCER Safehold Special Risk, Inc. (916) 589-8000 In California, Safehold Special Risk & Insurance Services, Inc. #0G13561 10940 White Rock Road, 2nd Floor Rancho Cordova, CA 95670-6076	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NOVA Casualty Company	A, XV	42552
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		


INSURED *Michelle Walter*
 Orange County Emergency Pet Clinic, Inc
 12750 Garden Grove Blvd. *714-537-3032*
mwalter@er4yourpet.com
 Garden Grove CA 92643

COVERAGES **CERTIFICATE NUMBER: 12177791** **REVISION NUMBER: See below**

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		IB-10000278-02	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			<i>Reviewed and approved as to insurance language and requirements.</i> <i>Rick [Signature]</i> <i>1-3-18</i>			COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	WK-10000594-00	07/01/2017	07/01/2018	<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
A	Professional Liability			IB-10000278-02	07/01/2017	07/01/2018	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ABP01191114 City of Garden Grove, its officers, officials, employees, agents and volunteers are named as Additional Insured per the attached.

CERTIFICATE HOLDER City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	CANCELLATION 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 

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: [Signature]
PRINTED NAME OF AUTHORIZED PERSON: S. Michelle Walter
TITLE OR POSITION OF AUTHORIZED PERSON: Office Manager
COMPANY NAME: Orange County Emergency Pet Clinic
DATE: 1/3/17

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.

<u>DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST</u> City/Agency/Sanitary District Use Only	
<input type="checkbox"/> Denied	
<input checked="" type="checkbox"/> Approved	
RISK MANAGEMENT DIVISION SIGNATURE:	<u>[Signature]</u>
DATE:	<u>1-3-18</u>