



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

January 16, 2018


Vet Care Vaccination Services, Inc.
10627 La Perla Ave
Fountain Valley, CA 92708

Attention: Bryan Brannon

Enclosed is an original executed copy of the Agreement by and between the City of Garden Grove and Vet Care Vaccination Services, Inc., DBA Vet Care Pet Clinic, to provide low cost dog and cat vaccination clinics.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department



AGREEMENT

This Agreement is made this 1st day of December, 2017 by and between City Of Garden Grove (hereinafter referred to as "CITY") and Vet Care Vaccination Services, Inc. DBA Vet Care Pet Clinic (hereinafter referred to as "Vet Care") with reference to the following.

- I. CITY serves residents located in Orange County, California.
- II. Vet Care is in the business of providing low-cost dog and cat vaccination clinics and low-cost spay & neuter services in the State of California.

A. PURPOSE

CITY and Vet Care (hereinafter referred to as "the Parties") agree that Vet Care shall conduct low cost dog and cat vaccination clinics for CITY at times and dates convenient for both Parties at Locations to be agreed upon.

With prior written consent of both parties, additional vaccine clinics may be operated during a specific month.

B. OBLIGATIONS OF VET CARE

- 1.) Vet Care will provide vaccinations, de-worming, flea control, and diagnostics for dogs and cats at vaccine clinics held for CITY.
- 2.) Vet Care will provide tables, chairs, canopies and all equipment necessary to conduct vaccine clinics.
- 3.) Vet Care will provide all clean up necessary during and after clinics.
- 4.) Vet Care will provide vaccinations as a totally independent organization, and not as an employee, subcontractor or affiliate of CITY.
- 5.) Vet Care agrees to advertise clinics by means of generally accepted media, such as direct mail, print advertising, flyers, posters, and public relations efforts to promote clinics, and further agrees to work with CITY to disseminate advertising information.
- 6.) Vet Care agrees to provide vaccine clinic attendees with educational material regarding how to protect their pets from contagious diseases.



C. OBLIGATIONS OF CITY

- 1.) CITY agrees to allow Vet Care to advertise by means of generally accepted media, as well as through direct mail.
- 2.) CITY agrees to disseminate flyers for the upcoming vaccination clinics and Spay & Neuter services at CITY Halls and other locations throughout the CITY.
- 3.) CITY agrees to post posters indicating the time, dates and location of the next service, the type of services offered and general price information; said banners and posters to be placed in conspicuous places throughout CITY where clinics are to be held.
- 4.) CITY agrees to periodically announce, at its sole discretion, the vaccination clinics in public advertising such as, but not limited to, public service announcements, editorial pieces, radio announcements, and printed calendar events in local publications.
- 5.) CITY agrees to ensure sufficient designated space for the vaccination clinics held in the CITY. If requested, Vet Care will assist in arranging for these locations.
- 6.) CITY agrees to announce, at its sole discretion, the vaccination clinic dates, times and locations in its license renewal reminder notices mailed to pet owners.

D. Indemnification

To the fullest extent permitted by law, VET CARE 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 VET CARE, VET CARE 'S agents, officers, employees, subcontractors, or independent contractors hired by VET CARE in the performance of the Agreement. The only exception to VET CARE'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.



E. **Insurance requirements.**

1. **COMMENCEMENT OF WORK.** VET CARE 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.
2. **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, VET CARE and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
3. **INSURANCE AMOUNTS.** VET CARE 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.
 - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy



evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of VET CARE. VET CARE 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 3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the VET CARE. VET CARE 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, VET CARE's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the VET CARE's insurance and shall not contribute with it.

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

F. Location Compensation

Locations are compensated on gross sales from each vaccine clinic on a quarterly basis.

The formula for calculating site fees (donations) are as follows: Vaccine clinics generating over \$500.00 to \$800.00 receive 5% from dollar one and over \$801.00 you will receive 7%.



G. TERM

This Agreement is valid for the period of three (3) years December 1, 2017 through November 30th, 2020. Either party may cancel this agreement via mail, email or fax with a 60 day notice.

F. NOTIFICATION ADDRESSES

Vet Care Vaccination Services
10627 La Perla Ave.
Fountain Valley, CA 92708
ATTN: Bryan Brannon

City Of Garden Grove
11222 Acacia Parkway.
Garden Grove, CA 92840
ATTN: Scott Stiles

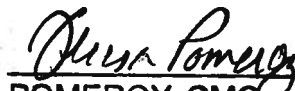
Either PARTY may change its address of record by delivering a change of address to the other PARTY


VET CARE VACCINATION SERVICES, INC.

CITY OF GARDEN GROVE


Bryan Brannon, President


Scott Stiles/City Manager

ATTEST: 
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: 1/12/18

APPROVED AS TO FORM

OMAR SANDOVAL
City Attorney
City of Garden Grove
DATED: 1-4-18



VETCA-5

OP ID: DT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2017

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 Veterinary Ins. Services Co. CA License #0F64180 1400 River Park Drive, #180 Sacramento, CA 95815 Kathy R. Noe, CPCU, ARM -VP	888-762-3143 <i>Dian Thomas</i>	CONTACT NAME: Dian Thomas PHONE (A/C, No, Ext): 888-762-3143 ✓ E-MAIL ADDRESS: dthomas@visc-ins.com ✓ FAX (A/C, No): 816-921-2268
	INSURERS AFFORDING COVERAGE	
INSURED Vet Care Vaccination Services Vet Care Pet Clinic Vet Care Vaccinations Bryan Brannon 10627 La Parla Avenue Fountain Valley, CA 92708	INSURER A: Allianz Global/Fireman's Fund <i>AT XV</i> NAIC # 21849	INSURER B: Preferred Employers Ins <i>AT XV</i> 10900
	INSURER C:	
	INSURER D: FFV NAIC#21873 <i>AT XV</i>	
	INSURER E: PEI NAIC#10900 <i>AT XV</i>	
	INSURER F:	

COVERAGES **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 LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	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"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	AZC80919063	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AZC80919063	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AZC80919063	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	VTN164737-1	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Liab		AZC80919063	10/01/2017	10/01/2018	Per Occur \$ 1,000,000 Aggregate \$ 2,000,000

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

30 Days Notice of Cancellation/10 Days Notice of Cancellation for nonpayment of premium.
Reviewed and approved as to insurance language and requirements.
Neil M. Jay
Risk Management
12-15-17

CERTIFICATE HOLDER City of Garden Grove Scott Stiles/City Manager 11222 Acacia Pkwy 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 Kathy R. Noe, CPCU, ARM -VP <i>Kathy R. Noe</i>
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Additional Insured - Designated Person or Organization - AB 93 15 05 04
Policy Amendment Section II

Insured: Vet Care Vaccination Services

Policy Number: AZC80919063

Producer: Veterinary Insurance Services Co

Effective Date: 10/01/2017

Schedule

Name of Person or Organization

City of Garden Grove, its officers, officials, employees, agents and volunteers
11222 Acacia Parkway
Garden Grove, CA 92840

If required by written Insured contract, this insurance is Primary and Non Contributory to include any person or organization as an insured.

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 Insured in the Business Liability Section of the Policy:

Who Is an Insured (Section II) is amended to include as an insured the person or organization shown in the

Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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

Secretary

President

AB9315 5-04

Reviewed and approved as to insurance language
and/or requirements.
Neil M. Gray
Risk Management
12-15-17



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SF

DATE (MM/DD/YYYY)

12/05/2017

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 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 First West Insurance Agency 16742 Gothard St # 217 P.O Box 1009 Huntington Beach, CA 92647 <i>Sandi Falcone</i> <i>714-842-2523</i> <i>Sandif@firstwest.net</i>		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: VETCA-1		FAX (A/C, No): 	
INSURED Vet Care Vaccination Services, 10627 La Perla Avenue Fountain Valley, CA 92708-6016		INSURER(S) AFFORDING COVERAGE INSURER A: MERCURY CASUALTY CO. <i>At XIII</i>		NAIC # 11908	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	CCA0012827	06/02/2017	06/02/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							Reviewed and approved as to insurance language and/or requirements. <i>Neilson Jay</i> Risk Management 12-15-17

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

CERTIFICATE HOLDER**CANCELLATION**

City of Garden Grove, it's officers, officials, employees, agents & volunteers
 11222 Acacia Pkwy
 Garden Grove, CA 92840

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

Phil Sheaver

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 02

POLICY NUMBER CCA0012827 Policy Term: 06/02/2017-06/02/2018	POLICY CHANGES EFFECTIVE 12/12/2017	COMPANY Mercury Casualty Company
NAMED INSURED Vet Care Vaccination Services Inc.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
CHANGES It is agreed and understood that the following is listed as additional insured as covered by this policy: City of Garden Grove It's Officers Officials Employees Agents & Volunteers 11222 Acacia Pkwy Garden Grove, CA 92840-5208		

Reviewed and approved as to insurance language

and/or requirements.

Neida M. Jay
Risk Management
12-15-17

Authorized Representative Signature