

AGREEMENT BIBLIOGRAPHY

Agreement With:	Animal Pest Management Services, Inc.
Agreement Type:	To provide trapper/abatement services regarding aggressive coyotes in Garden Grove neighborhoods
Date Approved:	08 11 2016
Start Date:	08 11 2016
End Date:	08 31 2019
Contract Amount:	\$2,500 per trapping period
Comments	Public Works
Insurance Expiration:	N/A
Date Archived:	ARCHIVED 08/23/2016



**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.*

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

August 11, 2016

Animal Pest Management Services, Inc.
13655 Redwood Court
Chino, CA 91710-5516

Enclosed for your file is a copy of the Agreement by and between the City of Garden Grove and Animal Pest Management Services, Inc., to provide trapper/abatement services regarding aggressive coyotes in Garden Grove neighborhoods.

Sincerely,

Kathleen Bailor, CMC
City Clerk


By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works



Animal Pest Management Services, Inc.
 Urban Wildlife Professionals

Phone 800.344.6567
 Fax 909.590.1435

TRAPPING SERVICE AGREEMENT
 90605985

NAME: CITY OF GARDEN GROVE ATTN: BILL MURRY DATE: 8/2/16
 STREET: 11222 ACACIA PARKWAY
 CITY: GARDEN GROVE STATE: CA ZIP: 92840

HEREBY AUTHORIZES SERVICE AT: CITY OF GARDEN GROVE

STREET: _____ CITY: GARDEN GROVE ZIP: _____
 PHONE: 714-741-5100 FAX: _____ EMAIL: WEM@GARDENGROVE.ORG

Notice: The customer acknowledges and understands that no guarantee on the number of target animals to be trapped (if any) is given. The customer further agrees that if any of the traps or materials used on the job site are lost, stolen, or damaged, the customer is responsible for reimbursing Animal Pest Management Services, Inc. at the replacement cost indicated (this charge is over and beyond the total cost of the job).

DESCRIPTION OF WORK

TRAPPING PERIOD: **10-BUSINESS DAYS** TRAPS / MATERIALS TO BE USED
 (AMOUNT AND NUMBER): **TO BE DETERMINED**
 TARGET ANIMALS/PESTS: **COYOTE** REPLACEMENT COST: **\$N/A**

COYOTE ABATEMENT SERVICES AS NEEDED THROUGH AUGUST 2019. THE INITIAL 2 WEEK (10-BUSINESS DAYS) TRAPPING PERIOD WILL BE AT A COST OF \$2,500.00 - \$4,500.00, DEPENDING ON ACTIVITY LEVELS INDICATED BY THE TRAPPER, LOCATIONS AND METHODS NEEDED. ANY SUBSEQUENT TRAPPING PERIODS 2 WEEK (10-BUSINESS DAYS) WILL BE AT A COST OF \$2,500.00 PER TRAPPING PERIOD.

****TRAPPING TO COMMENCE UPON RECEIPT OF SIGNED CONTRACT.**

COSTS

INITIAL SET UP FEE: **\$2,500.00 - 4,500.00**

* This minimum charge covers the set-up, use of traps and/or materials for the duration of the trapping period and the trapping and removal of the target animals.

ADDITIONAL CHARGES:

\$N/A for every trip to remove a target animal that is trapped.
\$N/A for every trip to remove a non-target animal trapped that must be removed or released.

PAYMENT TERMS

The initial set-up fee of \$2,500.00 - 4,500.00 is due at the beginning of the trapping program. Additional charges (if any) are due as they occur.

CUSTOMER AGREES TO PAY WHEN BILLED FOR SERVICES DUE. A SERVICE CHARGE OF 1.5% PER MONTH EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18% WILL BE APPLIED TO PAST DUE ACCOUNT.

Animal Pest Management Services, Inc. agrees to provide trapping services at the described premises according to the terms and conditions set forth under description of work. This agreement covers only the premises and target animals specified under description of work. The agreement does not guarantee against present or future pest damage to the property, building or contents of the described premises, or provide compensation therefore.

 ANIMAL PEST MANAGEMENT SERVICES, INC. DATE: 8/2/16

 CUSTOMER (SIGNATURE) DATE: 8/8/16
 Please Print Name: Scott C. Shiles

PRESIDENT / PRINCIPAL URBAN WILDLIFE BIOLOGIST: DAN FOX
 AREA 7

PLEASE SIGN AND RETURN ONE COPY

sw

Corporate Office 13655 Redwood Court, Chino, CA 91710-5516
 San Diego County 3525 Del Mar Heights, #760, San Diego, CA 92130-2122
 Orange County 23170 Del Lago Drive, Laguna Hills, CA 92653-1306
 Riverside County PMB 446-31855 Date Palm Drive, Cathedral City, CA 92234-3100



For Over 30 Years, Helping To
 Make Our World Greener.
 www.animalpest.com

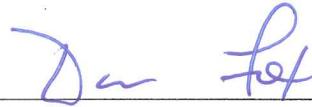
The City of Garden Grove agrees to grant permission to APMS and its designated representatives to discharge a firearm within the City limits of Garden Grove under the following conditions and times:

1. APMS agrees to indemnify, defend, and hold harmless the City of Garden Grove and the County of Orange and their respective authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement with the City of Garden Grove from any causes whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the City of Garden Grove and the County of Orange on account of any claim therefore, except when such indemnification is prohibited by law.
2. This permit to discharge a firearm will be in effect August 15, 2016. Said permit is necessary in order for APMS to discharge its obligations to the City of Garden Grove and is granted in accordance with Garden Grove Municipal Code section 8.32.070.
3. The permit to discharge firearms will only be valid between the hours of 0001 to 0500 and is limited to the City of Garden Grove city limits.
4. APMS has advised that it uses the following firearms:
 - Ruger M77 caliber .22 Horner, Serial #720-17990
 - Sako 6MM PPC, Serial #A184882
 - Blaser jagdwakken GmbH .22-250 Caliber Model R84, Serial #2/10656
 - Remington .22-250 Caliber Model 77, Serial #386759
 - 10 Gauge Remington shotgun, Serial #RMO11876
 - Arrow Gun, Model Ruger 77/22 .22 Caliber Blanks, Serial #70207263
 - Remington Model 40x Caliber 243 Serial #061470
 - Remington Model 700 Caliber 221 Serial #386159
 - Marlin Model 17VS Caliber .17 Serial #98703098 & #98679727
5. APMS shall notify the Garden Grove Police Department Dispatch at (714) 741-5003 within ten (10) minutes prior to commencing any animal control activity and/or discharge of firearms to include locations, names of employees and vehicles to be used.

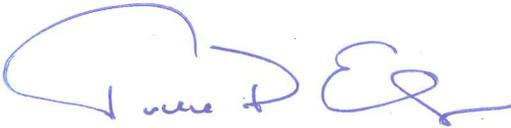
So agreed:



Scott C. Stiles
City Manager
City of Garden Grove



Dan Fox
Biologist - President
Animal Pest Management Services



Todd Elgin
Chief of Police
City of Garden Grove

Attachment

APPROVED AS TO FORM


OMAR SANDOVAL
City Attorney
City of Garden Grove

DATED: 8-11-16

ATTEST: 
KATHLEEN BAILOR, CMC
City Clerk
City of Garden Grove

DATED: August 11, 2016



CITY OF GARDEN GROVE
PUBLIC WORKS

August 2, 2016

714-741-5379

Dan Fox, President
Animal Pest Management Services, Inc.
13655 Redwood Court
Chino, CA 91710-5516

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

RE: Trapping/Abatement Service Agreement between the City of Garden Grove and Animal Pest Management Services, Inc.

Dear Mr. Fox:

This letter agreement shall provide for trapper/abatement services regarding aggressive coyotes in Garden Grove neighborhoods. Animal Pest Management Services, Inc. ("APMS") shall provide coyote trapping/abatement services to the City of Garden Grove ("City") as set forth herein.

APMS shall initially work to identify coyote locations within and entry points to Garden Grove, particularly in the West Garden Grove area. APMS shall provide information learned to city staff along with any recommendations to eliminate entry points of coyotes to Garden Grove or to otherwise keep coyotes out of Garden Grove neighborhoods.

Thereafter, to the extent that APMS recommends trapping or abatement action, APMS shall, following consultation with and approval of city staff, proceed with such trapping and abatement activities. The services and compensation for this work are more specifically set forth in Attachment A hereto.

APMS shall conduct all actions and activities provided for in this agreement in accordance with all applicable federal, state and local laws.

APMS has requested that the City of Garden Grove and the Garden Grove Police Department authorize APMS to discharge firearms within the City for the sole purpose of eliminating a potential hazard (aggressive coyotes in suburban neighborhoods).

The City of Garden Grove agrees to grant permission to APMS and its designated representatives to discharge a firearm within the City limits of Garden Grove under the following conditions and times:

1. APMS agrees to indemnify, defend, and hold harmless the City of Garden Grove and the County of Orange and their respective authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement with the City of Garden Grove from any causes whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the City of Garden Grove and the County of Orange on account of any claim therefore, except when such indemnification is prohibited by law.
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