

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Stray Cat Alliance**, 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 AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Perform the Return to Field Program per Scope of Work, 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 from October 1, 2019 through June 30, 2020. 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 Seventy Thousand Dollars (\$70,000.00), 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. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. 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.

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 to 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)  
Stray Cat Alliance  
Attention: Christi Metropole, Executive Director  
P.O. Box 661277  
Los Angeles, CA 90066
  - 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.

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(Agreement Signature Block on Next Page)



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

Date: \_\_\_\_\_

**"CITY"  
CITY OF GARDEN GROVE**

**By:** \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

**Date:** \_\_\_\_\_

**"CONTRACTOR"  
Stray Cat Alliance**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tax ID No.** \_\_\_\_\_

**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:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

## **ATTACHMENT "A"**

### **SCOPE OF WORK**

This Scope of Work establishes roles and responsibilities between Stray Cat Alliance (SCA), and the City of Garden Grove, Garden Grove Animal Care Services (GGACS).

#### **I. PURPOSE & SCOPE**

Spay and neuter continues to be one of the most effective methods of reducing shelter euthanasia, especially for cats. GGACS and SCA wish to work together to decrease the number of cats euthanized at Garden Grove's contracted shelter.

#### **II. PROGRAM**

Return to Field (RTF) Program. This program involves stray and trapped cats that are brought to the shelter by the public and GGACS. Trapped and stray cats that qualify for this program will be medically evaluated, altered, micro chipped, vaccinated and treated for fleas then given to SCA along with information regarding the origin of the cat. The cats will be taken to the area of their origin and released back to the community by SCA.

#### **III. PROGRAM TASKS**

The parties agree to the following tasks:

- **SCA** will appoint a representative(s) with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, SCA will:
  - Utilize best efforts to return cats (greater than three months of age) impounded by GGACS or dropped off at the contracted shelter who have been through the RTF program stated above.
  - Provide microchips and flea treatments for administration during surgery
  - Work with the City's contracted shelter to provide assistance in its use of shelter management software.
  
- **GGACS** will appoint representatives with appropriate knowledge and decision-making authority to attend monthly program update meetings. In addition, GGACS will work with its contacted shelter to:
  - Spay/neuter, microchip, give the Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, 1 year rabies vaccine and treat for fleas.
  - To the maximum extent possible, the City will work with its contracted shelter to:
    - By January 2020:
      - Make changes and improvements to the isolation and cat holding area to be in compliance with industry best practices
    - By March 2020:
      - Implement a written and defined cleaning procedure
      - Work on Increasing Data Accuracy
  
    - Establishing relationships with other rescues



- Ongoing:
  - Release stray or feral cats to SCA regardless of temperament, location, or means of intake (i.e., in a trap or otherwise) unless GGACS or its contracted shelter has the capacity to provide the cat with a live outcome or identified an issue preventing inclusion in the program.

#### **IV. PAYMENT FOR SERVICES**

The SCA shall provide monthly billing reports on a per cat basis at a rate of \$183.00. Report shall include, but is not limited to, ID number, description of animal, and date of release. GGACS shall pay Stray Cat Alliance within 30 days of received invoice.

The cost per cat is to include the cost of the spay/neuter, microchip, Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, rabies vaccine and flea treatment.

SCA shall maintain records and documents, which sufficiently and properly reflect all direct and indirect costs related to this program. Records shall be made available for review by the city or its representative at any time.

#### **V. PUBLICITY**

In connection with the Programs and Tasks described above, no party will use another party's name, marks or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without prior written consent of the other parties.

#### **VI. NO PARTNERSHIPS**

No party to this Agreement is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound to the act or conduct of the other.

#### **VII. TERMINATION**

This Agreement is binding on all the parties, however any party can terminate the Agreement so long as the terminating party gives thirty (30) days written notice to other parties to this Agreement.

#### **VIII. RESPONSIBILITIES**

Each party will appoint a person to serve as the official contact and coordinate the Program Tasks of each organization in carrying out the Agreement.

#### **IX. COMMUNICATION**

All communication shall be through email to the GGACS general email, [animalcare@ggcity.org](mailto:animalcare@ggcity.org). A representative will respond within 12 hours. For emergencies and urgent issues, phone contact between the parties is preferred.

## **X. MEDICAL ISSUES**

For any sick or injured cats brought into the City's contracted shelter or other facility for the specific purpose of RTF, the medical team will provide reasonable care of the sick or injured cat. Reasonable care will be defined by the licensed veterinarian who is treating the cat. Reasonable care will be in the best interest of the animal and include, but is not limited to, treatment for upper respiratory infections, minor skin infections, and minor injuries.

The City will work with its contracted shelter to notify SCA or another rescue organization if euthanasia of any cat or kitten is being considered.

GGACS is not responsible for transporting any cat or kitten from its contracted shelter to a secondary veterinary clinic for care or treatment.