

## **ANIMAL SHELTER SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Orange County Humane Society**, 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 Resolution No. \_\_\_\_\_ (April 26, 2016).
2. CITY desires to utilize the services of CONTRACTOR to **furnish all materials, equipment, and labor to provide animal shelter services, as more fully described herein.**

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of five (5) years beginning on January 1, 2017, with an option to extend said agreement an additional five (5) years, for a total performance period of ten (10) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. 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 Scope of Services 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 Scope of Services attached as Attachment A, and incorporated herein by reference. The Scope of Services and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Compensation under this agreement shall be payable in accordance with Scope of Services in Attachment A. Services will be provided at a flat rate cost of \$290,000 for up to 3,500 animals per year and \$310,000 for up to 3,900 animals per year. For animals over 3,900, an additional cost of \$20.00 per animal will be charged. At the direction of City, the Contractor shall hold animals longer than the

minimum 5 day retention for police purposes, quarantine purposes, vicious animal investigations, nuisance enforcement, or cruelty investigations at an additional charge of \$9.00/dog and \$7.00/cat for each additional day. Additionally, the City will make a contribution toward the expansion of Contractor facilities to include a new drop-off/remote office. To this end, the City agrees to pay up to 25% of the cost of the related tenant improvements, up to \$25,000 in year one.

- 3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required.
- 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 one hundred eighty (180) 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.
- (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, professional/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 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.



10. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required for the work to be performed under this Agreement.
11. **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.
12. **Time of Essence.** Time is of the essence in the performance of this Agreement.
13. **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.
14. **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.
15. **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.

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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**

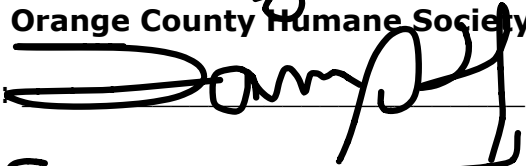
By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

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

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

**"CONTRACTOR"**  
**Orange County Humane Society**

By: 

Name: Samir S. Botras

Title: Officer

\_\_\_\_\_

\_\_\_\_\_

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 Services

#### Purpose

Contractor shall provide shelter facilities for all animals that are impounded or quarantined by Garden Grove Animal Care Officers for animals subject to the City's jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

#### Scope of Services

The following is a list of requirements for the Agreement in providing the City of Garden Grove shelter service needs:

1. Acceptance of Animals. The Contractor shall accept animals on behalf of the City of Garden Grove that are brought in by Garden Grove Animal Care Officers. This includes live strays, deceased animals for disposal, and owner-releases for adoption or euthanasia.
2. Drop-Off Procedures. The Contractor shall provide a procedure whereby animals may be delivered to the shelter. The procedure shall provide Animal Care Officers with flexibility in drop off times for animals. Numerous drop-offs per day shall be permitted.
3. Facility Requirements. The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for quarantined animals and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition. The kennel shall comply with the standards set forth in the Humane Society's Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Garden Grove Animal Care staff reserve the right to enter and inspect the premises during regular business hours for the purpose of inspecting the facilities for the conditions mentioned above.
4. Special Handling. The Contractor must ensure the animals with Police Holds, quarantines or pets held in protective custody would be in an isolated area not permitting the public to have access or visits. If an animal is in protective custody, Garden Grove Animal Care would have permission to extend a pet's stay if necessary until a case is resolved, e.g., pending cruelty, court case, etc.



These animals would not be removed from the isolated area without approval from Garden Grove Animal Care Officers.

5. Other Animals. The Contractor must ensure that the shelter would accept all animals including exotics, birds and livestock.
6. Adoption. The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. The Contractor shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue. Garden Grove Animal Care Officers reserve right to deem vicious animals unsuitable for adoption (i.e. animal with history of vicious behavior).
7. Disposal of Unclaimed Animals. The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 5 days, unless sickness or injury requires earlier disposal. Under no circumstances shall unadopted animals be sold for purposes of medical research or other activities, which may harm them without the consent and approval from Garden Grove Animal Care. The Contractor shall be responsible for maintaining animals beyond the minimum 5 days as may be required for the completion of any judicial process or to the extent required by law. Contractor must make all reasonable attempts to reunite animal with owner before euthanasia or adoption, to include accessing current licensing records, using contact information on owner provided tags worn by the animal and scanning all animals to detect implanted computer chips.
8. Euthanasia. Arrange and/or provide for the humane euthanization and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal or State regulations, which shall not subject such animals to any unnecessary pain.
9. Collection of Fees. The Contractor shall be responsible for collecting all fees (Examples: license fees, spay/neuter fines, subsequent impound fees, etc.) due to the City, issuing receipts for payment and remitting monies due to the City directly to Animal Care staff prior to releasing the animals. The collected fees shall be remitted to the City within 10 working days following the end of the prior month.
10. Care. The best possible care and treatment shall be given to all animals held in custody in accordance with applicable laws. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The Contractor should have veterinary services available during normal business hours.

Owners would remain responsible for all routine/emergency veterinary care costs.

11. Records. The Contractor shall keep comprehensive records and submit regular monthly reports to Garden Grove Animal Care. The Contractor shall be required to develop its own record-keeping procedure and maintain records of all animals it handles in the performance of the contract. The reports shall at the minimum include the number of impounds, disposition of animals, and fees collected that are payable to the City.

The following is a more comprehensive list of the desired information in monthly report.

- Description of the animal, including its breed, color, size, sex, disposition
- Who brought in the animal, date animal was brought in, where and how the animal was obtained
- The animal's owner
- Duration of stay
- When the animal was redeemed, who redeemed the animal
- When the animal was adopted, who adopted the animal and when
- Name and address of new owner
- When the animal was euthanized
- Disposition of all complaints regarding animals
- All dangerous or potentially dangerous animals and dog-bite incidents
- All criminal citations issued and their final disposition
- Fees collected
- Records of licenses sold with names and addresses

12. Supply Controlled Substance. The Contractor needs to be licensed to dispense and supply the Animal Care Officers employed by the City of Garden Grove with the controlled substances necessary for performance of field captures and euthanasia.

The following is a current list of controlled substances and the estimated amounts needed:

Telozol (class III drug, 100mg/ml concentrate, used primarily in dog capture)  
Current usage 2 bottles per Animal Care Officer per month.

Ketamine (class III drug, 100 mg/ml for cats and subhuman primates, also used in dog capture) Current usage 2 bottles per Animal Care Officer per year.

Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)

1-250ml bottle per Animal Care Officer per year.

13. Compensation. Services will be provided at a flat rate cost of \$290,000 for up to 3,500 animals per year and \$310,000 for up to 3,900 animals per year. For animals over 3,900 an additional cost of \$20.00 per animal will be charged. At the direction of the City, the Contractor shall hold animals longer than the above-stated retention period for police purposes, quarantine purposes, vicious animal investigations, nuisance enforcement, or cruelty investigations at an additional charge of \$9.00/dog and \$7.00/cat for each additional day.