

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **California Forensic Phlebotomy, Inc.**, 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 TAKE AND ANALYZE BLOOD SAMPLES; TRANSPORT URINE SAMPLES; APPEAR IN COURT OR ELSEWHERE AT THE REQUEST OF CITY TO DISCUSS OR TESTIFY REGARDING THE TAKING OF SAMPLES, TESTS MADE, TRANSPORTATION OF SAMPLES, AND RESULTS THEREOF ALL SERVICES WILL BE PROVIDED ON AN AS-NEEDED BASIS FOR THE CITY OF GARDEN GROVE POLICE DEPARTMENT.
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 initial term of the agreement shall be from JUNE 14, 2021 THRU JUNE 13, 2024, WITH ONE (2) TWO-YEAR OPTION TO RENEW, FOR A TOTAL OF FIVE YEARS. Option period will be 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 fee schedule (Attachment "A"). Contractor is required to present evidence to support performed work completion.
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 Fifty Five Thousand Dollars (\$55,000.00) per year, 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.
  
- (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.

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)  
California Forensic Phlebotomy, Inc.  
Attention: Robert J. Vega, CEO & President  
5753 E SANTA ANA CANYON RD STE. #G-553  
ANAHEIM, CA 92807
  - 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 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"  
California Forensic Phlebotomy, Inc.**

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



**CALIFORNIA  
FORENSIC  
PHLEBOTOMY  
INCORPORATED**

5753 E. Santa Ana Cyn Rd. Suite G-553  
Anaheim Hills, CA 92807  
e-mail rvega@californiaforensicphlebotomy.com  
24 Hour Technician Response 714.529.0515  
Administration 949.309.2459  
Fax 949.203.2133

June 1, 2021

Garden Grove Police Department  
11301 Acacia Parkway  
Garden Grove, CA 92840

Attn: Accounting

Subject: Rate Increase

Dear Sirs and/or Madams,

We wish to take this opportunity to thank you for allowing our organization to serve the Garden Grove Police Department over the past several decades. We look forward to continuing to provide you with our Blood Technician Services during the coming years.

Given the pandemic due to COVID-19, we face higher costs for PPE and other supplies as demand has surged to unprecedented levels. The impact of COVID-19 has also resulted in much higher overall operating costs. As such, we must increase our rates marginally. This small rate increase of 3% is lower than the current CPI and will ensure our ability to provide the high level of service the Garden Grove Police Department relies upon.

Our new rate, effective July 1, 2021, will be \$110.21 per request. All other terms and conditions of the existing agreement apart from our price change will remain the same.

If you should have any questions, please feel free to contact either of us.

Sincerely,

Robert J. Vega  
President  
(714) 783-8519

Melissa L. Vega  
Vice President  
(714) 501-7128





**CALIFORNIA  
FORENSIC  
PHLEBOTOMY  
INCORPORATED**

5753 E. Santa Ana Cyn Rd. Suite G-553  
Anaheim Hills, CA 92807  
e-mail rvega@californiaforensicphlebotomy.com  
24 Hour Technician Response 714.529.0515  
Administration 949.309.2459  
Fax 949.203.2133

**Experience**

Since 1982, California Forensic Phlebotomy Incorporated has been providing forensic blood evidence collection services exclusively to law enforcement. With more than half a million evidentiary blood samples collected, CFP Inc. has garnered the respect of the Orange and San Diego County law enforcement, legal and civic community. The mission is clear and singly focused on the collection of blood evidence. Below is a list of all agencies we currently service.

**ORANGE COUNTY**

Anaheim Police Department  
Brea Police Department  
Buena Park Police Department  
California Highway Patrol – San Juan Capistrano  
California Highway Patrol – Santa Ana  
California Highway Patrol – Westminster  
California State Parks  
California State University Fullerton  
Costa Mesa Police Department  
Cypress Police Department  
Fountain Valley Police Department  
Fullerton Police Department  
Garden Grove Police Department  
Huntington Beach Police Department

Irvine Police Department  
La Habra Police Department  
La Palma Police Department  
Laguna Beach Police Department  
Los Alamitos Police Department  
Newport Beach Police Department  
Orange County Sheriff Department  
Orange Police Department  
Placentia Police Department  
Santa Ana Police Department  
Seal Beach Police Department  
Tustin Police Department  
University of California Irvine  
Westminster Police Department

**SAN DIEGO COUNTY**

California State University San Marcos  
Camp Pendleton Marine Corps Base  
Carlsbad Police Department  
CHP El Cajon  
CHP Oceanside  
CHP San Diego  
Chula Vista Police Department  
Coronado Police Department  
El Cajon Police Department  
Escondido Police Department  
Grossmont College  
La Mesa Police Department  
Mesa College  
Mira Costa College

Miramar College  
National City Police Department  
Oceanside Police Department  
Palomar College  
San Diego City College  
San Diego County Sheriff Department  
San Diego Harbor Police Department  
San Diego Police Department\*  
San Diego State University  
San Diego Unified Police Department  
Southwestern College  
University of California San Diego  
University of San Diego

*\*provide temporary service as needed when in-house phlebotomist is not available*

**LOS ANGELES COUNTY**

Whittier Police Department