

CONTRACT BETWEEN THE CITY OF GLENDALE, ARIZONA
AND
ALL ANIMALS RESCUE & TRANSPORTATION, LLC
FOR PICKUP AND TRANSPORT OF STRAY DOGS
AND DOMESTIC ANIMALS INVOLVED IN BITE ACTIVITY

This Contract is entered into as of this 22 day of March, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and All Animals Rescue & Transportation, LLC, an Arizona corporation authorized to do business in Arizona (the "Contractor"), collectively, the "Parties." City and Contractor agree as follows:

1. Scope of Services.

- A. The Contractor will provide pickup and transport services related to any calls from Glendale Police or Glendale residents that deal with collection of stray dogs, domestic animals involved in public victim bite activity, and vicious animals. Owner victim bites are excluded from the scope of work. Contractor shall perform pickup and transport services in accordance with the standards set by and/or approved by the Maricopa County Health Department.
- B. The Contractor will answer calls placed by the City from 9:00 a.m. to 4:30 p.m., five (5) days a week, Monday through Friday, except as provided in Sub-Section C. The Contractor will respond to calls for confined or at large stray dogs within four (4) hours and respond to calls for domestic animals involved in bite activity or vicious animals within two (2) hours. In response to citizen inquiries, the City will provide to the Contractor the citizen's name and telephone number.
- C. The Contractor will respond to calls seven days a week, from 9:00 a.m. to 4:30 p.m., for domestic animals involved in vicious behavior or bite activity. Contractor will not respond to any call on federal or state holidays.
- D. The Contractor will record the breed of the animal, to the best of his/her ability, color, weight and location of pickup on a log sheet. The Contractor will forward the log sheets to the City Contract Administrator on a monthly basis.

2. Equipment and Performance.

- A. The Contractor will furnish all labor, materials, supplies and equipment necessary to perform the pickup and transport services for the City. Vehicles used by the Contractor for transporting services must be clearly identified with the company name, address, and phone number of the local office on each side.
- B. All work specified will be completed under the direction and satisfaction of the City of Glendale Police Department. The City will monitor the Contractor's performance monthly to present an evaluation of the Contractor's overall compliance with the contract.
- C. The Contractor will comply with Occupational Safety and Health Administration (OSHA) standards during the performance of all contracted services.

3. Warranties. Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.
4. Licenses and Permits. Contractor shall maintain in current status all federal, state, county and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
5. Key Personnel. The Contractor will assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor will submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City will amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
6. Confidentiality of Records. The Contractor will establish and maintain commercially reasonable procedures and controls for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract will be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons will not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. Public Complaints. The City will notify the Contractor by telephone, email and/or facsimile of each contract complaint reported by the public. A citizen report will be given to the Contractor which will identify (1) the day and hour the complaint was observed or reported, and (2) the location and description of the complaint. The Contractor will have three (3) hours to correct the problem after the receipt of the telephone call, email or the facsimile.
8. Deficiencies in Work, Penalties and Remedies. In the event the Contractor is deficient in any required services, the City may perform the service by City personnel or by separate contract. The cost of services performed by City personnel or separate contract will be deducted from the Contractor's monthly invoice.
9. Compensation. The City will pay Contractor a maximum contract price of \$199,000 annually for the services, which shall be paid to the Contractor in twelve equal monthly installments. Compensation for FY 2016 will be prorated.
10. Invoicing. The Contractor will bill the City on a monthly basis for any work done during the calendar month. The Contractor must submit Maricopa County Call Log, including the "A Number" provided by the County Shelter for each animal surrendered and the 'activity number assigned to each call by the Contractor, as backup for services rendered. The Contractor shall submit billing to the City of Glendale Police Department to the following address:

Glendale Police Department
Attn: Denise Krause
6835 N 57th Drive
Glendale, AZ 85301

11. Changes or Additions of Products or Services. The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
12. Term of Agreement. This Contract shall be effective as of the date set forth above and will remain in full force and effect for a term of one (1) year with the option for the City to renew for four (4) additional years in annual increments.
13. Option to Extend. The City may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
14. Commencement of Work. The Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so by the City.
15. Applicable Law. This contract shall be governed by State of Arizona law and suites pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
16. Dispute Resolution. This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
17. Contract Cancellation. The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:
 - The Contractor provides personnel that do not meet the requirements of the contract.
 - The Contractor fails to perform adequately the services required in the contract.
 - The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
 - The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
 - The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- Cancel the contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

1. Deduction from an unpaid balance;
2. Any combination of the above or any other remedies as provided by law.

18. Termination for Convenience. The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance written notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified. Contractor, at its sole discretion, may terminate this Contract for convenience with thirty (30) days advance written notice to the City.
19. Indemnification. To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its council, departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.
20. No Assignment. No right or interest in this Contract may be assigned by either party and no delegation of any duty of Contractor shall be made without prior written permission of the City.
21. Notices. All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Glendale Police Department
Attn: Chief of Police
6835 North 57th Drive
Glendale, Arizona 85301

All Animals Rescue & Transportation, LLC
Attn: Robert A. Young
20021 North Cave Creek Road, #14
Phoenix, Arizona 85024

Or such other address as either party may from time to time furnish in writing to the other by notice hereunder.

22. No Waiver. No breach of default hereunder shall be deemed to have been waived by either party, except by written instrument to that effect signed by an authorized agent of such party. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by such party for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of either party.
23. Records. Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon requests, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
24. Insurance. The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor must provide to the City proof of insurance including a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage. Contractor must provide certification of insurance

compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City. Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

25. Workers' Compensation. Contractor must be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that it will require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of its subcontractors, shall be considered the employees of such Contractor, or its subcontractor(s), and not the employees of the City.

26. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
27. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

28. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
29. Entire Agreement. This Agreement represents the parties' entire Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

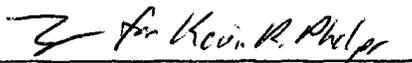
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

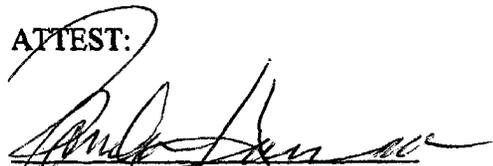
"Contractor"

City of Glendale, an Arizona
municipal corporation

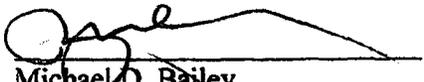
All Animals Rescue & Transportation, LLC
an Arizona corporation

By: 
Kevin R. Phelps
City Manager

By: 
Name: Robert Young
Title: Owner/Partner

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney