

CITY OF STOCKTON  
STANDARD AGREEMENT

ATTACHMENT B

Agreement Number:  
423 030737

1. This Agreement is entered into between the City of Stockton ("City") and Hard Luck Animal Welfare Advocates ("Contractor") to provide veterinary services and support as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:  
Commences on: July 1, 2023 Terminates on: June 30, 2026

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 4,970,704

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Hard Luck Animal Welfare Advocates

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

*Matthew Wooddall*

6/23/23

Authorized Signature

Date

Matthew Wooddall, Executive Director

Printed Name and Title of Person Signing

945 Roeder Way Sacramento CA 95822

Address

CITY OF STOCKTON

*H. Black*

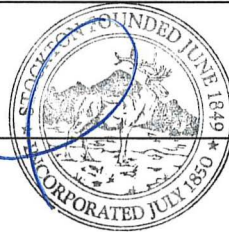
*6/29/23*

Harry Black, City Manager

Date

ATTES:

*Eliza R. Garza*  
Eliza R. Garza CMC, City Clerk



APPROVED AS TO FORM:  
Lori M. Asuncion, City Attorney





BY:

423 030737

## Steps

## ATTACHMENT B

Step	Status	Activated Date	Activated Ti
▶ 35	Complete (Approved)		
▶ 40	Complete (Approved)		
▼ 60	Complete (Approved)		
▼ Any approver from this group c Group Complete			
Esther Gilliland	Auto approved by: jmulroy	06/29/2023	15:07
John Mulroy	Complete	06/29/2023	15:07
Lori Asuncion	Auto approved by: jmulroy	06/29/2023	15:07
Marci Arredondo	Auto approved by: jmulroy	06/29/2023	15:07
Ryan Meyerhoff	Auto approved by: jmulroy	06/29/2023	15:07
Taryn Jones	Auto approved by: jmulroy	06/29/2023	15:07
▶ 65	Complete (Approved)		

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**EXHIBIT A**  
**STATEMENT OF WORK**

**1. Project Objectives**

- 1.1 To contract medical services and staffing needed to support the Stockton Animal Shelter.

**2. Project Scope**

- 2.1 Work with City staff to define the purpose, uses, and goals for the animal being treated at the City of Stockton Animal Shelter.
- 2.2 Improve the lives and humane outcomes of the impounded and surrendered animals at Animal Services and work to reduce the number of unwanted animals in the City of Stockton.
- 2.3 All activities require humane and professional staff that are familiar with the "Five Freedoms of Animal Welfare" (listed below) and the current "Guidelines for Standards of Care in Animal Shelters" <https://www.sheltervet.org/assets/docs/shelter-standards-oct2011-wforward.pdf>; established by the Association of Shelter Veterinarians.
- 2.3.1 Freedom from Hunger and Thirst
  - 2.3.2 Freedom from Discomfort
  - 2.3.3 Freedom from Pain, Injury, or Disease
  - 2.3.4 Freedom to Express Normal Behavior
  - 2.3.5 Freedom from Fear and Distress
- 2.4 Promote humane and efficient operations through respective staff training and education, and following established protocols, policies, and procedures at Animal Services.
- 2.5 Observe best practices and protocols with respect to infectious disease control (E.G., quarantine, veterinary assessment, and care) and animal housing (E.G., cleaning capacity, and location).

**3. Specifications**

- 3.1 Contractor shall provide the personnel necessary to perform the obligations for the City's needs and optimize humane animal care, maintain consistency in scheduling of staff, as well as staffing selected to work onsite at the Shelter. Staffing needs shall be periodically assessed by SPD to determine the appropriate needs throughout the term of the contract. Current, staffing needs are below:

Title of Position	Number of Positions
Managing Veterinarian	1
Shelter Veterinarian	1
Veterinarian Part-Time	1
RVT Supervisor	1
RVT/Vet Tech Assistants	10

- 3.2 Contractor shall provide a designated veterinary practitioner shall be selected to lawfully maintain a DEA Certificate of Registration which is required to purchase, process, and administer certain controlled substances that are used to prevent, control, and treat certain communicable diseases among its animal population and to euthanize animals.

- 3.3 Contractor shall reasonably facilitate recordkeeping and reporting for records regarding veterinary care for shelter animals.

- 3.4 Contractor shall have reasonable access to Animal Services' systems, premises, and personnel for the purpose of fulfilling these tasks.

**4. Internal and External Standards and Guidelines**

- 4.1 Contractor shall have extensive experience promoting humane animal care and sheltering services of similar size and range of services as the Stockton Animal Shelter.
- 4.2 Contractor must be properly licensed, staffed, equipped, and financed to perform the work relevant to this project.

**5. Notices**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

**Contractor:** Hard Luck Animal Welfare Advocates      **City:** City of Stockton

Attn: Dr. Matthew Wooddall, DVM  
945 Roeder Way

Attn: City Manager  
425 N. El Dorado Street

Sacramento, CA 95822

Stockton, CA 95202

**6. Key Personnel**

6.1 Dr. Matthew Wooddall, DVM  
Executive Director, Hard Luck Animal Welfare Advocates  
Phone Number: (209) 625-6425  
Email address: [mattwooddall@gmail.com](mailto:mattwooddall@gmail.com)

Dr. Stephanie Thielemann, DVM  
Managing Veterinarian  
Phone Number: (209) 609-4292  
Email address: [ssthielemann@comcast.net](mailto:ssthielemann@comcast.net)

Morgan Smith, MBA  
Operations Manager  
Phone Number: (209) 712-0132  
Email address: [megrsmith95@gmail.com](mailto:megrsmith95@gmail.com)

**7. Option to Renew**

The term of the Agreement may be extended up to two (2) additional years, by a written amendment executed by both parties extending the term by one (1) year at a time. However, the total term of the Agreement including the extended term shall not exceed five (5) years.

**Exhibit B:**  
**Insurance Requirements**  
(Professional Shelter Services)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Its Officers, Officials, Employees, and Volunteers  
400 E Main Street, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

#### **10. Subcontractor.**

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

#### **11. Termination.**

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a 90 day notice in writing to Contractor before the termination is effective. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

## ATTACHMENT A

**24. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**25. Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

**26. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

**27. Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

**28. Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

**29. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

**30. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**31. Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

**32. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**33. Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**EXHIBIT D**

**PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4. Standard of Performance**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

#### **5. Compensation**

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

## **6. Personnel**

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

## **7. Reports and Information**

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

**8. Findings Confidential**

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

**9. Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

**10. Deliverables**

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**11. Applicable Laws**

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

**EXHIBIT E**  
**COMPENSATION SCHEDULE**

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

**1. Project Price**

1.1 The maximum the Contractor shall be paid on this Agreement is \$4,970,704 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. The amounts for the second and all subsequent years will be increased by a flat five percent (5%). Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without

additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 0 %.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Annual Budget	
Budget Item	Annual Amount
Support Staff	\$ 534,040.00
Veterinary Staff	\$ 593,000.00
Administrative Staff	\$ 70,000.00
Staff Overhead (22%)	\$ 345,210.00
Establishing Fees (one-time)	\$ 2,500.00
Accounting (annual)	\$ 10,000.00
Legal (annual)	\$ 10,000.00
Marketing (annual)	\$ 12,000.00
<b>Total</b>	<b>\$ 1,576,750.00</b>

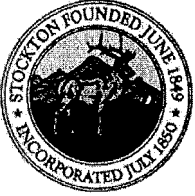
3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

**Hourly/Daily Billable Rate Schedule**

Hourly Billable Rate Schedule	
Post Type	Average Standard Rate/Hour
RVT Supervisor	\$37.00
RVT/I/II	\$26.25
RVT/I/II	\$26.25
RVT/I/II	\$26.25
Vet Assistant	\$23.50
Vet Assistant	\$23.50
Vet Assistant	\$23.50
Vet Assistant	\$23.50
Vet Assistant	\$23.50
Vet Assistant	\$23.50
Vet Assistant	\$23.50
Operations Manager	\$36.50
	Standard Rate/Day
Managing Vet	\$1200-\$1400
Associate Shelter Vet	\$1200-\$1400
Associate Shelter Vet	\$1200-\$1400

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Police Department  
Attention: Jeanetta McDonald, Chief's Office  
22 E. Weber Ave., 4<sup>th</sup> floor  
Stockton, CA 95202



# City of Stockton

## Legislation Text

**File #: 23-0548, Version: 1**

**APPROVE MOTION TO EXECUTE A THREE-YEAR CONTRACT WITH TWO (2) ONE YEAR OPTIONS TO EXTEND WITH HARD LUCK ANIMAL WELFARE ADVOCATES, AND THE CITY OF STOCKTON IN AN AMOUNT NOT TO EXCEED \$4,970,704**

**RECOMMENDATION**

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute a three-year contract with two (2) one- year options to extend between the City of Stockton (City) and Hard Luck Animal Welfare Advocates (HLAWA), for on-site veterinarian service for a total contract amount not to exceed \$4,970,704
2. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.
3. Approve findings which support and justify an exception to the competitive bidding process pursuant to Stockton Municipal code section 3.68.070(A)(3). where the City held a competitive Request for Proposals.

**Summary**

The Animal Protection League (APL) has supported the Stockton Animal Shelter (Shelter) for many years by providing on-site veterinarian services. The City is in need of contracting with professional veterinarian staff to assist in caring for animals that are brought to the Shelter. Currently, the City does not have its own veterinarian to provide such services. The current contract with APL expires June 30, 2023, and it is important not to have a lapse in medical services. Without providing adequate medical care, the vast improvements made to the Shelter's Live Release Rate over the last several years would suffer. In 2022 we reached an overall rate of 86%. With APL's contract expiring, a new competitive bid was processed to procure a new contract for services. A Request for Proposals (RFP), PUR 23-030, was issued on April 6, 2023, to invite Stockton veterinarians to participate in the process. City staff and HLAWA, negotiated on the proposed Standard Agreement (Attachment A) which covers an initial three-year period with two one-year options to extend, for a total potential contract term not to exceed five years.

**DISCUSSION**

**Background**

On-site vet care was first provided by SF SPCA in 2012 and was one of the driving contributors to the increased live release rate from 2012 to 2018. The Animal Protection League provided similar

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**File #: 23-0548, Version: 1**

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services from 2018 to 2023. The live release rate held steady from 2015 until 2021 at 82% and reached a high of 86% in 2022. During the first two years of the SF SPCA partnership, the City did not provide financial contribution for the services provided, however once it was determined that staffing, specifically veterinarian and medical assistance staffing, would be key to improving positive outcomes for Shelter Animals, the City began supporting the added costs on an incremental basis. From Fiscal Year 2014-15 to FY 2022-203, the City contribution has ranged from \$60,000 to the current contract price of \$1,590,472. A Memorandum of Understanding (MOU) between Animal Protection League (APL) and the City was approved June 28, 2018 by Council resolution 2018-05-15-1402 for a maximum term of five years, with amendment number three (3) expiring June 30, 2023. It should be noted that the current contract with APL includes on-site veterinary care and shelter support services which includes foster/rescue/adoption services. Moving forward, on-site veterinary care and shelter support services will be separate contracts.

The City's Long Range Financial Plan cannot support the addition of 14 full-time positions. Contracting with a vendor has proven to be the best, most viable option for the City. Eliminating the shelter services for San Joaquin County would only provide nominal relief as they only account for approximately 30% of the total animals serviced at the Shelter. In addition, elimination of providing these services has a corresponding reduction in revenue payments. Finally, losing the progress made on the live release rate over the last several years is not a viable option because it would reopen potential legal action. The City is obligated by State Health & Safety codes to provide basic medical and sheltering services to animals.

#### Present Situation

There is continued public support to increase the Live Release Rate and continually improve humane care and outcomes at the Shelter; however, this support must be balanced with the available funds to operate the Shelter. Without continued support for medical and veterinarian services, the City will not be able to sustain the dramatic results it has achieved since 2012. The proposed Standard Agreement with HLAWA, includes a proposed term of three (3) years, expiring on June 30, 2026, with two (2) one-year options to extend for a total not to exceed term of five years. This Standard Agreement provides the on-site veterinary staffing needed at the Shelter while considering the long-term future of animal sheltering.

A Request for Proposals (RFP), PUR 23-030, was issued on April 6, 2023, to invite Stockton veterinarians to participate in the process. On April 20, 2023, the City received two proposals from the following:

- HLAWA
- The Animal Protection League

The proponents were invited to participate in an interview with the RFP Review Committee on May 9, 2023. Following the interviews, the City began contract negotiations with HLAWA, because the committee felt that this vendor best met the City's needs and budget while preserving the requirements outlined in the RFP. Members of the Selection Committee recommend City Council approve a contract with HLAWA, whose proposal best meets the City's requirements.

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**File #: 23-0548, Version: 1**

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## FINDINGS

Pursuant to SMC section 3.68.070(A)(3), Council may approve findings that support an exception to the competitive bidding process. These findings include:

- Use of RFP is appropriate for this Standard Agreement because it relies on the evaluation of professional qualifications, experience, and performance as the basis for the selection.

## FINANCIAL SUMMARY

The projected amount for HLAWA, services in FY 2023-24 is \$1,576,750. Subsequent annual increases of up to 5% will be based on the annual service cost of the original contract amount of \$1,576,750.

The on-site veterinarian contract budget is included in the proposed FY 2023-24 Annual Budget in the Police Department Animal Shelter General Fund budget, Account No. 3513-303-630006-100-000-20-35-000-000-. Funding for this contract is contingent on the Council's adoption of the proposed FY 2023-24 Annual Budget.

Attachment A - Standard Agreement - Hard Luck Animal Welfare Advocates 2023

**CONSENT ITEM 23-1208  
COUNCIL MEETING 06-20-23  
LEGISTAR ITEM 23-0548**

**12. CONSENT AGENDA**

Approve the Consent Agenda with a single vote, save for item 12.2 which was considered separately

**Moved by:** Kimberly Warmsley, seconded by Michele Padilla.

**Vote:** Motion carried 7-0

**Yes:** Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.

**12.8 23-0548 APPROVE MOTION TO EXECUTE A THREE-YEAR CONTRACT WITH TWO (2) ONE YEAR OPTIONS TO EXTEND WITH HARD LUCK ANIMAL WELFARE ADVOCATES, AND THE CITY OF STOCKTON IN AN AMOUNT NOT TO EXCEED \$4,970,704**

Motion 2023-06-20-1208: 1. Authorizing the City Manager to execute a three-year contract with two (2) one- year options to extend between the City of Stockton (City) and Hard Luck Animal Welfare Advocates (HLAWA), for on-site veterinarian service for a total contract amount not to exceed \$4,970,704 2. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion. 3. Approving findings which support and justify an exception to the competitive bidding process pursuant to Stockton Municipal code section 3.68.070(A)(3). where the City held a competitive Request for Proposals.

Legislation Text

Attachment A - Hard Luck Animal Welfare Advocates

MEMORANDUM

August 19, 2022


TO: Harry Black, City Manager  
City Manager's Office

FROM: Stanley McFadden, Chief of Police  
Police Department

SUBJECT: **ANIMAL SHELTER VETERINARIAN AND MEDICAL ASSISTANCE  
REQUEST FOR PROPOSAL (RFP) ISSUANCE**

The Stockton Animal Shelter has limited options for onsite medical care, including City staff resources and shelter services. The current Memo of Understanding (MOU) between the City and the Animal Protection League (APL), approved by motion 2018-05-15-1402 not to exceed five years, is set to expire on its final extension June 30, 2023. The APL support has contributed to improving outcomes by working with City staff to increase the shelter's live release rate. The APL professional veterinarian staff have assisted in caring for animals, raising funds, improved outcomes for animals, and have supported spay and neuter clinics.

I respectfully request your approval to issue a Request For Proposal (RFP) to allow sufficient time to complete and execute a new contract for onsite veterinary services. Should you have any questions, please contact Jeanetta McDonald, Director of Fiscal Affairs & Planning, at extension 8533.

  
STANLEY MCFADDEN  
CHIEF OF POLICE

 SM:JM:bs

APPROVED:

  
HARRY BLACK  
CITY MANAGER

DATE: 8/25/22

MEMORANDUM

June 21, 2023



TO: Harry Black, City Manager  
City Manager's Office

FROM: Stanley McFadden, Chief of Police  
Police Department

SUBJECT: **HARD LUCK ANIMAL WELFARE ADVOCATES AGREEMENT FOR VETERINARY SERVICES AND SUPPORT FOR ANIMAL SHELTER**

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On June 20, 2023, Council approved, by motion 2023-06-20-1208, a three-year contract between the City of Stockton (City) and Hard Luck Animal Welfare Advocates (HLAWA). The City needs to contract with professional veterinarian staff to assist in caring for animals brought to the Animal Shelter. The City does not have a veterinarian to provide such services. The current contract with the Animal Protection League (APL) expires on June 30, 2023, and it is essential not to have a lapse in medical services. A Request for Proposals (RFP) was issued to invite local veterinarians to participate, and HLAWA was chosen.

The projected amount for HLAWA services in FY 2023-24 is \$1,576,750, with annual increases of up to 5% based on the yearly service cost of the original contract amount with a three (3) year term expiring on June 30, 2026, with two (2) one year options to extend. The not to exceed amount for the three (3) year term is \$4,970,704. The Funding will come from the proposed FY2023-24 Annual Budget in the Police Department Animal Shelter General Fund budget, Account No. 3513-303-630006-100-000-20-35-000-000.

If you have any questions, please contact the Jeanetta McDonald, Police Services Administrator, at extension 8533 or by email.

STANLEY MCFADDEN  
CHIEF OF POLICE

SM:JM:cw

Attachments: Hard Luck Animal Welfare Advocates Standard Agreement

Munis (E) # 423000737