

PROFESSIONAL SERVICES AGREEMENT

Contractor: Pruno Veterinary Enterprises Inc., dba Mid Valley
Veterinary Hospital

Regarding: Veterinary Services for Los Angeles Police Department
Canine Units

Said Agreement is Number _____

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- ATTACHMENT A – Standard Provisions for City Contracts (Rev. 3/09)
- ATTACHMENT B – Fee Schedule
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AGREEMENT NUMBER _____
BETWEEN
THE CITY OF LOS ANGELES
AND
PRUNO VETERINARY ENTERPRISES, INC.,
dba MID VALLEY VETERINARY HOSPITAL
FOR
VETERINARY SERVICES FOR LAPD CANINE UNITS

RECITALS

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and Pruno Veterinary Enterprises Inc., a California corporation, dba Mid Valley Veterinary Hospital, (hereinafter referred to as the "Contractor").

The City seeks the professional services of contractor(s) to provide 24-hour canine (K-9) veterinary care and services for the Department's K-9 Platoons: Metropolitan Division, Gang and Narcotics Division, and Emergency Services Division's Bomb Squad and Bomb Detection Canine Unit; and

On June 28, 2013 the Police Department issued a Request for Proposal (RFP No. 12-870-003), seeking qualified contractors with professional services in the field of veterinary services; and

The Mandatory Pre-Proposal Conference was held on Wednesday, July 10, 2013, however no Proposers attended; and

The lack of responses from the RFP, and continuous need for such specialized services, requires the City to enter into a sole-source agreement with the Contractor. The reissuance of an RFP would be impracticable and not compatible with City interests.

The services to be provided by the Contractor are of a professional, expert, and technical nature, and are temporary and occasional in character.

NOW THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. Contractor – Pruno Veterinary Enterprises Inc., dba Mid Valley Veterinary Hospital, a California corporation, with their facility located at 17280 Saticoy Street, Van Nuys, California 91406.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- A. The City's representative is, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street
Los Angeles, California 90012

With copies to:

Commanding Officer
Los Angeles Police Department
Gang and Narcotics Division
251 East Sixth Street – Room 349
Los Angeles, California 90014
Telephone Number: (213) 972-2460
Attention: K-9 Squad, Officer-In-Charge

- B. The Contractor's representative is, unless otherwise stated in the Agreement:

Michael Pitt, D.V.M., President
Pruno Veterinary Enterprises Inc.,
dba Mid Valley Veterinary Hospital
17280 Saticoy Street
Van Nuys, California 91406
Telephone Number: (818) 705-4585
Facsimile Number: (818) 705-2509

1.3 Formal Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.4 Notices of Change

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

2.0 TERM OF AGREEMENT

The term of this Agreement will commence upon its execution by all parties and will terminate three (3) years thereafter, unless otherwise terminated earlier as provided under Section 6.0 below. At the discretion of the Department, the Chief of Police may extend the term of this Agreement for two (2) additional one-year periods, subject to the availability of funds, needs of the Department, and satisfactory performance by the Contractor. Performance will not commence until the Contractor has obtained the City's approval of insurance as required herein.

2.1 Ratification

The parties acknowledge that certain work described in Section 3.0 below may have commenced prior to the execution of this Agreement. City acknowledges that such work was performed in a satisfactory manner. Provided that this Agreement is approved and executed as required by City procedures, the City acknowledges its obligation to compensate the Contractor as set forth in this Agreement.

3.0 SERVICES TO BE PROVIDED

- 3.1 The Contractor will provide veterinary medical care for the LAPD canines including: Metropolitan Division K-9 Platoon; Gang and Narcotics Division K-9 Squad; the Emergency Services Division's Bomb Squad and Bomb Detection Canine Unit. The medical care includes scheduled health examinations, shots and emergency care.

- 3.2 The Contractor will be available seven (7) days a week, twenty-four (24) hours per day for routine and for emergency medical treatment. The Contractor will give highest priority to treating LAPD canines in the event of a life-threatening situation.
- 3.3 The Contractor will keep the K-9 Officers-in-Charge and the K-9 Trainers apprised of all canine medical needs or concerns.
- 3.4 The Contractor will medically examine and evaluate all canines being considered to be purchased or retired by the Department, and provide a report and recommendation regarding the health and fitness of the canine.
- 3.5 The City reserves the right to contract with other veterinary services. If the City contracts with another veterinary service, the Contractor will cooperate fully with such other contractors. Notwithstanding the foregoing, the Contractor will not be responsible or have any liability for any acts or omissions of such other contractors.
- 3.6 In the event that the Contractor does not render a service such as regular dental or specialized dental care or any other type of regular or specialized care, the City may seek services through another provider.

4.0 COMPENSATION AND METHOD OF PAYMENT

4.1 Compensation

The City will pay the Contractor for satisfactory services provided under this Agreement, in accordance with the rates specified in Attachment B, Fee Schedule, and Attachment C, Special Dental Fee Schedule of this Agreement, which are incorporated herein by this reference. The price increase for services will not exceed three percent (3%) each year. The price increase for medications will not exceed five percent (5%) per year.

The City's obligation to make payments under this contract will be limited to the current appropriation(s) for that purpose. At the time of execution of this contract, the total appropriation(s) for this contract and the City's obligation hereunder will be shared with all LAPD veterinary contractors and will not exceed Sixty Thousand (\$60,000.00) Dollars per fiscal year. If the City appropriates additional funds for this contract, the City payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of the contract, and an amendment implementing that change will be executed by the parties. The Contractor will not provide any services, goods or equipment, and the City will not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Contract.

4.2 Method of Payment

A. Invoices

The Contractor will be paid by the City in accordance with the Fee Schedules (Attachments B and C) and the other conditions and provisions of this Section with payment after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information on each invoice:

1. Date of invoice
2. Invoice number
3. Agreement number
4. Canine name, serial number, Division of assignment
5. Date and description of services provided; product ID (billing code)
6. Amount of invoice
7. Total amount payable

B. Invoices must be sent to:

Los Angeles Police Department
Gang and Narcotics Division
251 East Sixth Street – Room 349
Los Angeles, California 90014
Attention: K-9 Squad, Officer-In-Charge

5.0 RETENTION OF RECORDS

The Contractor will maintain records, including records of medical treatment and financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of not less than five (5) years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. At least ninety (90) days prior to expiration of said 5-year period, the Contractor must seek further directions from the Department regarding continued retention or disposition of said records. The Contractor may not destroy said records without specific written approval from the Department.

Said records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the five (5) years following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. The

Contractor will provide any reports requested by the City regarding performance of the Agreement.

The Contractor will maintain records, including records of medical treatment and financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than five (5) years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last.

6.0 TERMINATION

6.1 The City may terminate this Agreement, or any part thereof, upon giving the Contractor at least thirty (30) days written notice prior to the effective date of such termination. Notice of Termination must specify the extent to which work under this Agreement is terminated and the date upon which termination becomes effective.

6.2 In the event of termination of this Agreement due to default by the Contractor, the City may avail itself of all rights and remedies at law or equity. In the event of termination of this Agreement for the City's convenience, the Contractor will be compensated for the work completed up to the effective date of termination.

7.0 CONFIDENTIALITY OF INFORMATION

Information, documents, records, software programs, and data furnished to the Contractor by the City and other documents to which the Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). The Contractor may not disclose Confidential Information in any manner without the prior written consent of the City.

8.0 AMENDMENTS

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

9.0 STANDARD PROVISIONS

The Contractor will comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Attachment A and incorporated herein by this reference.

- 9.1 The Contractor must access insurance information on the Internet through the City Administrative Officer (CAO) Risk Management website. For information, go to:

http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf

Through the TRACK4LA system, a broker can have insurance approval within 24 hours.

- 9.2 The Contractor will obtain and keep current a Business Tax Registration Certificate Number and all such certificates required of it and will not allow any such certificate(s) to be revoked or suspended while any contract is in effect.

For compliance details, contact the Office of Finance, Tax and Permit Division at (213) 473-5901 or write to:

Office of Finance, Tax and Permit Division
200 North Spring Street
Room 101
Los Angeles, CA 90012

Contractors also may apply online:

<http://finance.lacity.org/form/taxregistrationv4.pdf>

10.0 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, including the Standard Provisions for City Contracts Rev. 3/09 (Attachment A), the Fee Schedule (Attachment B), and the Special Dental Fee Schedule (Attachment C) constitutes the complete and entire Agreement between City and Contractor. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

- (1) This Agreement between the City of Los Angeles and Pruno Veterinary Enterprises, Inc., dba Mid Valley Veterinary Hospital
- (2) Attachment A, Standard Provisions for City Contracts (Rev. 3/09)
- (3) Attachment B, Fee Schedule
- (4) Attachment C, Special Dental Fee Schedule

11.0 ENTIRE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in three (3) originals, each of which is deemed to be an original.

[Signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

PRUNO VETERINARY ENTERPRISES, INC., dba MID VALLEY VETERINARY HOSPITAL

By: _____
CHARLIE BECK
Chief of Police

By: 
MICHAEL PITT, D.V.M.,
President

Date: _____

Date: 9/19/14

APPROVED AS TO FORM:

PRUNO VETERINARY ENTERPRISES, INC., dba MID VALLEY VETERINARY HOSPITAL (2nd Corporate Officer)

MICHAEL N. FEUER, City Attorney

By: _____
DANIEL KREINBRING
Deputy City Attorney

By: 
DINNA RIVERA-PITT
Vice President

Date: _____

Date: 9/19/14

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0000660060-0001-1

Internal Revenue Service Taxpayer Identification Number: 95-4846170

Agreement Number: _____

Attachment A

Standard Provisions for City Contracts (Rev. 3/09)

STANDARD PROVISIONS FOR CITY CONTRACTS

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