

# AGREEMENT FOR WILDLIFE AND EDUCATION SERVICES

Between



City of Seal Beach  
211 8th Street  
Seal Beach, CA 90740

&

Wetlands and Wildlife Care Center  
21900 Pacific Coast Hwy  
Huntington Beach, CA 92646-7601  
714-374-5387

This Agreement ("the Agreement") is made as of July 1, 2023 (the "Effective Date"), by and between Wetlands and Wildlife Care Center ("Contractor"), a California nonprofit public benefit corporation, and the City of Seal Beach ("City"), a California charter city, (sometimes hereinafter individually referred to as "Party" and collectively as "the Parties").

## RECITALS

A. City desires certain professional services relating to animal field and shelter services for the purpose of safeguarding the health and safety of City's population and the health and safety of its wildlife while promoting the humane treatment of wild animals.

B. Pursuant to the authority provided by its City Charter and Seal Beach Municipal Code § 3.20.025(C), City desires to engage Contractor to provide the wetlands and wildlife care center services ("the Services") in the manner set forth herein and more fully described in Section 1.0.

C. Contractor represents that its principal members are fully qualified and able by virtue of their training, experience and expertise to provide City with the Services in a good and professional manner.

D. City desires to retain Contractor as an independent contractor and Contractor desires to serve City to perform those Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

## AGREEMENT

### 1.0 Scope of Services

1.1. Contractor shall provide those professional services ("Services") as set forth in the attached Exhibit A, which is hereby incorporated by this reference. To the extent that there is any conflict between Exhibit A and this Agreement, this Agreement shall control.

1.2. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

1.3. In performing this Agreement, Contractor shall comply with all applicable provisions of federal, state, and local law.

1.4. As a material inducement to City to enter into this Agreement, Contractor hereby represents that it has the experience necessary to undertake the Services. In light of such status and experience, Contractor hereby covenants that it shall follow the customary professional standards in performing all Services. The City relies upon the skill of Contractor, and Contractor's staff, if any, to do and perform the Services in accordance with such professional

standards, and Contractor and Contractor's staff, shall perform the Services in such manner. Contractor shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of Contractor's work by City shall not operate as a release of Contractor from such standard of care.

1.5. Contractor will not be compensated for any work performed not specified in the Scope of Services unless City authorizes such work in advance and in writing. The City Manager may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council. Payment for additional work in excess of this amount requires prior City Council authorization.

## **2.0 Term**

2.1. The term of this Agreement shall commence as of the Effective Date and shall remain in full force and effect for a term of two (2) years ("Original Term"), and shall expire at midnight on June 30, 2025, unless sooner terminated or extended as provided in Section 5.0 of this Agreement.

2.2. The City, at its sole option, may elect to extend the Original Term of this Agreement, upon the same terms and conditions, for up to three (3) additional terms of one year each ("extension"), by providing written notice to Contractor at least one month prior to the expiration of an existing term. If timely elected by the City, the first extension shall have a term extending from July 1, 2025, through and including June 30, 2026, unless sooner terminated or extended pursuant to this Agreement. If timely elected by the City, the second extension shall be from July 1, 2026, through and including June 30, 2027, unless sooner terminated or extended pursuant to this Agreement. If timely elected by the City, the third extension shall be from July 1, 2027, through and including June 30, 2028, unless sooner terminated pursuant to this Agreement. Any extension shall not be effective except upon execution of a written amendment to this Agreement signed by the City Manager and Contractor's authorized representatives.

## **3.0 Contractor's Compensation**

3.1. In consideration of Contractor's performance of the Services set forth in Exhibit A, City will pay Contractor for Services and expenses incurred in the performance of this Agreement, but in no event will City pay more than the total not-to-exceed amount of \$500 (Five Hundred dollars and 00/100) per month for the Original Term, except as authorized by City pursuant to Subsection 3.2 hereafter.

3.2. In the event that City elects to extend the Original Term in accordance with Subsection 2.2 of this Agreement, City will pay Contractor for Services but in no event will the City pay more than the total not-to-exceed

amount of \$500 (Five Hundred dollars and 00/100) per month for each one-year extension.

#### **4.0 Method of Payment**

4.1. Contractor shall submit to City monthly invoices for all Services rendered pursuant to this Agreement. Such invoices shall be submitted within 15 days of the end of the month during which the Services were rendered and shall describe in detail the Services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the Services performed for each day in the period. City will pay Contractor within 30 days of receiving Contractor's invoice. City will not withhold any applicable federal or state payroll and other required taxes, or other authorized deductions from payments made to Contractor.

4.2. Upon 24-hour notice from City, Contractor shall allow City or City's agents or representatives to inspect at Contractor's offices during reasonable business hours all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement. City's rights under this Subsection 4.2 shall survive for three years following the termination of this Agreement.

#### **5.0 Termination**

5.1. This Agreement may be terminated by City, without cause, or by Contractor based on reasonable cause, upon giving the other party written notice thereof not less than 30 days prior to the date of termination.

5.2. This Agreement may be terminated by City upon 10 days' notice to Contractor if Contractor fails to provide satisfactory evidence of renewal or replacement of comprehensive general liability insurance as required by this Agreement at least 20 days before the expiration date of the previous policy.

5.3. Obligations upon termination. Unless otherwise specified in the notice of termination, Contractor shall cease all work under this Agreement immediately upon receipt of notice of termination from City under Subsection 5.1, or immediately upon City's acknowledgment of receipt of Contractor's notice of termination to City under Subsection 5.1. Upon termination, City shall be immediately given title to and possession of all Work Product (as defined in Subsection 12.1 of this Agreement) produced or developed pursuant to this Agreement up to the date of termination. Provided that Contractor is not then in breach, City shall pay Contractor for any portion of the Services completed prior to termination, based on the reasonable value of the Services rendered. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. In no event shall Contractor be entitled to payment for unperformed services or services within the Scope of Services performed prior to

the effective date of this Agreement; and Contractor shall not be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services up to date of termination. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation or damages.

#### **6.0 Party Representatives**

6.1. The City Manager is City's representative for purposes of this Agreement.

6.2. Debbie McGuire is Contractor's primary representative for purposes of this Agreement. Debbie McGuire shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. Contractor may not change its representative without the prior written approval of City, which approval shall not be unreasonably withheld.

#### **7.0 Notices**

7.1. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit in the United States Mail, first class postage prepaid and addressed to the Party at the following addresses:

To City: City of Seal Beach  
211 8th Street  
Seal Beach, California 90740  
Attn: City Manager

To Contractor: Wetlands and Wildlife Care Center  
21900 Pacific Coast Highway  
Huntington Beach, CA 92646-7601  
Attn: Debbie McGuire  
Email: wwcddmcguire@gmail.com

7.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### **8.0 Permits and Licenses**

Contractor and all of Contractor's employees and other personnel shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of the Services under this

Agreement, including a business license as required by the Seal Beach Municipal Code.

## **9.0 Independent Contractor**

9.1. Contractor is an independent contractor and not an employee of the City. All Services provided pursuant to this Agreement shall be performed by Contractor or by Contractor's personnel under Contractor's supervision. Contractor will determine the means, methods, and details of performing the services by which Contractor, its employees and other personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards..

9.2. All of Contractor's employees and other personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor and Contractor's personnel shall not supervise any of City's employees, and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform any of the Services required by this Agreement. Contractor shall perform all Services off of City premises at locations of Contractor's choice, except (1) as otherwise required for the performance of Services on City real property, vehicles or equipment; (2) as otherwise may from time to time be necessary in order for Contractor's personnel to receive animals from City, review plans on file at City, pick up or deliver any Work Product (as defined in Subsection 12.1 of this Agreement) related to Contractor's performance of any Services under this Agreement, or (3) as may be necessary to inspect or visit City locations and/or private property within City's jurisdictional boundaries to perform such Services.

9.3. Contractor shall be responsible for and pay all wages, salaries, and other amounts due its own personnel in connection with their performance of the Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby

waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

9.4. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and those agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by or relating to Contractor's personnel practices or to the extent arising from, caused by or related to Contractor's violation of any of the provisions of this Section 9.0. In addition to any other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement. Contractor's indemnification obligations under this Section shall survive the termination and/or expiration of this Agreement.

#### **10.0 PERS Compliance and Indemnification**

10.1. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law ("PERL"), commencing at Government Code § 20000, as amended by the Public Employees' Pension Reform Act of 2013, the regulations of PERS. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the PERL, PEPRRA, or any other applicable retirement laws and regulations.

10.2. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City, and its City and its elected and appointed officials, officers, employees, servants, designated volunteers, and those agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section 10.0. This duty of indemnification is in addition to Contractor's duty to defend,

indemnify and hold harmless as set forth in any other provision of this Agreement. Contractor's indemnification obligations under this Section shall survive the termination and/or expiration of this Agreement.

#### **11.0 Confidentiality**

11.1. Contractor covenants that all data, reports, documents, surveys, studies, reports, drawings, plans, maps, models, photographs, images, video files, media, discussion, or other information or other Work Product (as defined in Subsection 12.1 of this Agreement) developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

11.2. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

11.3. Contractor's covenants under this Section shall survive the termination and/or expiration of this Agreement.

#### **12.0 Ownership of Work Product**

12.1. Unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Contractor in the performance of this Agreement (collectively, "Work Product") shall be considered "works made for hire" for the benefit of City, and all Work Product and any and all intellectual property rights arising from their creation, including, but not limited to,

all copyrights and other proprietary rights, shall be and remain the property of City upon final payment being made in accordance with Subsection 5.3, and may be used, reused or otherwise disposed of by City for any purpose without the permission of Contractor. Any use, reuse or modification of the Work Product by City for any purpose other than the purpose for which the Work Product was prepared or provided under this Agreement shall be at City's own risk. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

12.2. Contractor hereby assigns to City all ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to Subsection 12.1, above.

12.3. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that City has full legal title to and the right to reproduce the Work Product for any purpose. Contractor shall defend, indemnify and hold City, and its elected and appointed officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (1) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (2) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. These covenants shall survive the expiration and/or termination of this Agreement.

12.4. Upon expiration or termination of the Agreement, Contractor shall deliver to City all Work Product and other deliverables related to any Services performed pursuant to this Agreement without additional cost or expense to City. If Contractor prepares a document on a computer, Contractor shall provide City with said document both in a printed format and in an electronic format that is acceptable to City.

### **13.0 Subcontractors**

No portion of this Agreement shall be subcontracted without the prior written approval of the City. Contractor is fully responsible to City for the performance of any and all subcontractors.

### **14.0 Prohibition Against Assignment or Delegation**

Contractor shall not assign any of its rights or delegate any of its duties under this Agreement either in whole or in part, without City's prior written consent. Any purported assignment or delegation in violation of this Section shall be void and without effect, and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

### **15.0 Inspection and Audit of Records**

Contractor shall maintain complete and accurate records with respect to all Services and other matters covered under this Agreement, including but expressly not limited to, all Services performed, salaries, wages, invoices, time cards, cost control sheets, costs, expenses, receipts and other records with respect to this Agreement. Contractor shall maintain adequate records on the Services provided in sufficient detail to permit an evaluation of all Services in connection therewith. All such records shall be clearly identified and readily accessible. At all times during regular business hours, Contractor shall provide City with free access to such records, and the right to examine and audit the same and to make copies and transcripts as City deems necessary, and shall allow inspection of all program data, information, documents, proceedings and activities and all other matters related to the performance of the Services under this Agreement. Contractor shall retain all financial and program service records and all other records related to the Services and performance of this Agreement for at least three (3) years after expiration, termination or final payment under this Agreement, whichever occurs later. City's rights under this Section 15.0 shall survive for three (3) years after expiration, termination or final payment under this Agreement, whichever occurs later.

### **16.0 Safety Requirements**

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA and other applicable local, state and federal laws, industry safety orders and/or health orders. City may issue restraint or cease and desist orders to Contractor when unsafe or harmful acts are observed or reported relative to the performance of the Services. Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations.

Contractor shall immediately report to City any hazardous condition noted by Contractor.

## **17.0 Insurance**

17.1. General Requirements. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that Contractor has secured all insurance required under this Section.

17.2. Minimum Scope and Limits of Insurance. Contractor shall, at its sole cost and expense, procure, maintain and keep in full force and effect for the duration of the Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement, as follows:

17.2.1. Commercial General Liability Insurance: Contractor shall maintain limits no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit: Coverage shall be at least as broad as the latest version of Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds;

17.2.2. Automobile Liability Insurance: Contractor shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);

17.2.3. Workers' Compensation Insurance: in the amount required by law; and Employer's Liability: \$1,000,000 per accident and in the aggregate for bodily injury or disease;

17.2.4. Professional Liability (or Errors and Omissions) Liability: Contractor shall maintain minimum limits of \$1,000,000 per claim/aggregate. If a "claims made" policy is provided, then the policy shall be endorsed to provide an extended reporting period of not less than three years.

17.3. Acceptability of Insurers. The Insurance policies required under this Section shall be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

17.4. Additional Insured.

17.4.1. For general liability insurance, City, its elected and appointed officials, officers, employees, agents, designated volunteers and those agents acting as independent contractors in the role of City officials shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work.

17.4.2. For automobile liability, City, its elected and appointed officials, officers, employees, agents, designated volunteers and those agents serving as independent contractors in the role of City officials, shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible.

17.4.3. These additional insured provisions shall also apply to any excess/umbrella liability policies.

17.5. Cancellations or Modifications to Coverage. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by City to state: (1) coverage shall not be suspended, voided, reduced or canceled except after 30 days prior written notice by certified mail, return receipt requested, has been given to City; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its elected and appointed officials, officers, employees, agents, designated volunteers, and those agents serving as independent contractors in the role of City officials;

17.6. Primary and Non-Contributing. Coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, employees, agents, designated volunteers and agents serving as independent contractors in the role of City officials, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage and that any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents, designated volunteers and agents serving as independent contractors in the role of City officials, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it;

17.7. Separation of Insureds. All insurance required by this Section shall contain standard separation of insureds provisions and shall not contain any special limitations on the scope of protection afforded to City, its elected and appointed officials, officers, employees, agents, designated volunteers and those agents serving as independent contractors in the role of City officials.

17.8. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be declared to and approved by City. Contractor guarantees that, at the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected and appointed officials, officers, employees, agents, designated volunteers and those agents serving as independent contractors in the role of City officials; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

17.9. Waiver of Subrogation. Each insurance policy required by this Agreement shall expressly waive the insurer's right of subrogation against City and its elected and appointed officials, officers, employees, agents, designated volunteers and those agents serving as independent contractors in the role of City officials. Contractor hereby waives all rights of subrogation against City.

17.10. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

17.11. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City with original certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section on forms satisfactory to and approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by City if requested. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. All certificates and endorsements shall be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Contractor shall also provide proof to City that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

17.12. Indemnity Requirements Not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 18.0.

17.13. Broader Coverage/Higher Limits. If Contractor maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

17.14. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **18.0 Indemnification, Hold Harmless, and Duty to Defend**

### **18.1. Contractor's Duty.**

18.1.1. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City and its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this Section 18.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, bid protests, stop notices, liens and losses or injury of any nature whatsoever, in law or equity, to persons or property, including bodily injury, death, personal injury, property damage, including but not limited to fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to any breach of this Agreement and/or the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

18.1.2. Contractor shall indemnify and hold harmless City in accordance with Sections 9.0 and 10.0.

18.2. Subcontractor Indemnification. Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 18.0 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

18.3. Workers' Compensation Acts Not Limiting. Contractor's indemnification obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its elected and appointed officers, officials, agents, employees, designated volunteers and those agents serving as independent contractors in the role of City officials.

18.4. Insurance Requirements Not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities and obligations in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities asserted against City or any of the other Indemnitees.

18.5. Survival of Terms. Contractor's indemnifications and obligations under this Section 18.0 shall survive the termination and/or expiration of this Agreement.

## **19.0 Non-Discrimination and Equal Opportunity**

Contractor affirmatively represents that it is an equal opportunity employer. In the performance of this Agreement, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, gender, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, or any other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated

during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation, or any other basis prohibited by law..

**20.0 Labor Certification**

By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**21.0 Entire Agreement**

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

**22.0 Severability**

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

**23.0 Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both), shall be resolved in a state or federal court situated in the County of Orange, State of California.

**24.0 No Third Party Beneficiaries**

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity shall be deemed to have any rights hereunder against either Party by virtue of this Agreement.

**25.0 Waiver**

No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of

any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

## **26.0 Prohibited Interests; Conflicts of Interest**

26.1. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

26.2. Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

26.3. Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

## **27.0 Final Payment Acceptance Constitutes Release**

The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten

calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, subcontractors and/or agents.

#### **28.0 Non-Appropriation of Funds**

Payments to be made to Contractor by City for any Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's Services beyond the current fiscal year, this Agreement shall cover payment for Contractor's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

#### **29.0 Non-Exclusivity**

Nothing articulated in this Agreement shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict City from acquiring similar, equal or like services from other entities or sources. Due to the nature and availability of such services and the business needs of City, Contractor may be only one of such Contractors utilized by City for the services identified in this Agreement.

#### **30.0 Mutual Cooperation**

30.1. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

30.2. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

#### **31.0 Time of the Essence**

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

#### **32.0 Attorneys' Fees**

If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith.

**33.0 Titles and Headings**

The titles and headings used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

**34.0 Exhibits**

All exhibits referenced in this Agreement are hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

**35.0 Corporate Authority**

The person executing this Agreement on behalf of Contractor warrants that he or she is duly authorized to execute this Agreement on behalf of said Party and that by his or her execution, the Contractor is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date and year first above written.

CITY OF SEAL BEACH

CONTRACTOR: WETLANDS AND WILDLIFE CARE CENTER

By: Jill R. Ingram  
Jill R. Ingram, City Manager

By: Debbie McGuire  
Name: Debbie McGuire  
Its: Executive Director

Attest: [Signature]  
By: Gloria Harper, City Clerk



By: Debbie Wayns  
Name: Debbie Wayns  
Its: CFO, Treasurer

Approved as to Form:

By: Nicholas Ghirelli  
Nicholas Ghirelli, City Attorney

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313 from each of the following categories: (i) the chairperson of the board, the president or any vice president, and (ii) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.)

**PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED**

## EXHIBIT A

### CONTRACTOR'S SCOPE OF SERVICES

Previously, the City of Seal Beach ("City") provided animal related services within the incorporated areas of the City through a contract with the City of Long Beach. These services include the quarantine of biting or rabies suspect animals, the investigation and declaration of Potentially Dangerous or Vicious Dogs, public protection from aggressive animals, the investigation of reports of animal cruelty or neglect, the impoundment and/or rescue of sick or injured animals, and the enforcement of various animal related laws and ordinances.

#### **PURPOSE:**

Animal Control officers of the City impound a variety of sick, injured, and immature wild animals. These animals may require euthanasia or may be candidates for rehabilitation and subsequent release back into the wild. The purpose of this Agreement is for the City to retain licensed wildlife rehabilitation facilities ("Contractor") to accept animals which are possible candidates for rehabilitation or which may require euthanasia when transport to the Contractor's Shelter would prolong suffering of an animal and the licensed wildlife rehabilitation center is closer in proximity to the Officer's location and able to accept the animal.

Additionally, Contractor may offer educational seminars from time to time on various topics related to the care, habitat, conservation, behavior, handling, or other matters of native or common wild animals of Orange County. City Staff may be elected to attend said educational seminars.

#### **DESCRIPTION OF SERVICES:**

**Location:** Services will be performed at the Contractor's facility, located at 21900 Pacific Coast Highway, in the city of Huntington Beach, or at alternative locations utilized by Contractor and agreed upon by City and Contractor in writing.

**Wild Animal Services:** The primary role of the Contractor will be to accept a transfer of custody for various wild animal species which may be possible candidates for rehabilitation and subsequent release, may require euthanasia, or other reasons consistent with Contractor's business practices and/or mission.

**Animals:** This Agreement shall cover all wild animal species which the Contractor is willing to accept. Contractor may, at its discretion, not to accept an animal based on the species, available space, available resources, or for other reasons.

**Paperwork/Identification:** Contractor will provide City or any representative of City with follow-up details or information pertaining to animals dropped off in accordance with this contract upon request. Such information may be details on species, weight, health status, medical information, etc. and will be used to ensure the welfare of the public and their pets. As

an example, this information may be used to support cases of animal cruelty, neglect, other criminal matters, or to map/track wild animal populations, injury, sickness, or disease in the County of Orange.

**Availability:** To ensure adequate availability and accessibility, Contractor will maintain regular working hours and availability as follows: 0800-1700 seven days a week. If Contractor will be unavailable for more than 48 hours, notice will be provided to City so that alternative arrangements can be made.

**Educational Services:** Contractor may offer educational seminars from time to time on various topics related to the care, habitat, conservation, behavior, handling, or other matters pertaining to native or common wild animals of Orange County. City Staff may, at the discretion of City Management, attend said educational seminars. Such attendance will be contingent upon availability, space considerations, and business needs of the Contractor.

#### **MINIMUM QUALIFICATIONS:**

**License, Certification, Education, or Experience Required:** Contractor shall maintain all valid licenses and permits required to perform work identified in this Agreement in accordance with local, state, and/or federal requirements. Contractor shall pay all resulting fees if applicable.

Knowledge of wild animals native and common in the County of Orange, California, and their respective care, rehabilitation, and/or humane euthanasia.

Ability to accept sick, injured, or immature wild animals as identified in this Agreement.

Establish and maintain effective relationships with City and its employees, agents or representatives, and other local and regional agencies as necessary to provide services required under this Agreement.

Maintain records and be able to provide them to City as identified in this Agreement.



Policy Number:

Date Entered: 9/12/2023

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diane R Adams Insurance Agency 2134 Main St. #280 Huntington Beach, CA 92648	CONTACT NAME:		
	PHONE (A/C, No, Ext): (714) 374-3282	FAX (A/C, No): (714) 374-3288	
E-MAIL ADDRESS: j.kennelly@adams-insuranceagency.com			
INSURER(S) AFFORDING COVERAGE		NAIC#	
INSURER A: Non Profits Ins. Alliance of CA			
INSURED <del>Wetlands &amp; Wildlife Care Center</del>  21900 PCH Huntington Beach, CA 92646	INSURER B: State Compensation Insurance Fund		35076
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
a	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	11081	9/7/2023	9/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
a	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	11081	09/07/2023	09/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
b	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below			9127343	12/07/2022	12/07/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
  
City of Seal Beach, its elected and appointed officials, officers, employees, agents, designated volunteers and those agents acting as independent contractors in the role of City officials are listed as additional insured

<b>CERTIFICATE HOLDER</b> City of Seal Beach 211 8th Street Seal Beach, CA 90740	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## Cynthia Solares

---

**From:** Jonathan Kennelly <j.kennelly@adams-insuranceagency.com>  
**Sent:** Wednesday, October 4, 2023 3:27 PM  
**To:** Nicholas Nicholas  
**Cc:** 'Debbie Wayns'; 'Debbie McGuire'; Cynthia Solares  
**Subject:** RE: Certificate of Insurance  
**Attachments:** COI-City of Seal Beach (Revised).pdf

The policy does include hired and non-owned auto liability. The COI has been updated to reflect that coverage.

The policy does not include professional liability.

Sincerely,

**Jonathan Kennelly**

CA Lic. #0D13971

**Agency Operations & Account Manager**

2134 Main Street, #280

Huntington Beach, CA 92648

[www.dianeadamsonline.com](http://www.dianeadamsonline.com)

714-374-3282 x200

714-374-3288 fax

**DIANE R. ADAMS  
INSURANCE AGENCY**

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**From:** Nicholas Nicholas <nnicholas@sealbeachca.gov>

**Sent:** Tuesday, October 3, 2023 4:36 PM

**To:** Jonathan Kennelly <j.kennelly@adams-insuranceagency.com>

**Cc:** 'Debbie Wayns' <wwccdwayns@gmail.com>; 'Debbie McGuire' <wwccdmcguire@gmail.com>; Cynthia Solares <CSolares@sealbeachca.gov>

**Subject:** Re: Certificate of Insurance

Hello,

Can you please confirm this has Automobile and Professional Insurance?

Thanks,

**Nick Nicholas, Captain**  
*Support Services Bureau*  
City of Seal Beach Police Department  
911 Seal Beach Boulevard, Seal Beach, CA 90740  
**(562) 799-4100 Ext. 1160**  
(562) 493-0634 (Fax)



**Civility Principles:**

1. Treat everyone courteously;
2. Listen to others respectfully;
3. Exercise self-control;
4. Give open-minded consideration to all viewpoints;
5. Focus on the issues and avoid personalizing debate; and,
6. Embrace respectful disagreement and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

For information about Seal Beach, please see our City website: <http://www.sealbeachca.gov>

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---

**From:** Jonathan Kennelly <[j.kennelly@adams-insuranceagency.com](mailto:j.kennelly@adams-insuranceagency.com)>  
**Date:** Tuesday, October 3, 2023 at 16:14  
**To:** Nicholas Nicholas <[nnicholas@sealbeachca.gov](mailto:nnicholas@sealbeachca.gov)>  
**Cc:** 'Debbie Wayns' <[wwccdwayns@gmail.com](mailto:wwccdwayns@gmail.com)>, 'Debbie McGuire' <[wwccdmcguire@gmail.com](mailto:wwccdmcguire@gmail.com)>  
**Subject:** RE: Certificate of Insurance

Attached is the proof of insurance for our mutual client. If you need anything else let me know.

Sincerely,  
**Jonathan Kennelly**  
CA Lic. #0D13971  
**Agency Operations & Account Manager**  
2134 Main Street, #280  
Huntington Beach, CA 92648  
[www.dianeadamsonline.com](http://www.dianeadamsonline.com)  
714-374-3282 x200  
714-374-3288 fax