

**AGREEMENT WITH CRITTER CARE CENTER, INC. TO PROVIDE
VETERINARY SERVICES AT THE SANTA ANA ZOO**

THIS AGREEMENT is made and entered into this 20th day of February, 2024 by and between Critter Care Center, Inc. a California corporation, (hereinafter “Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter “City”).

RECITALS

- A. On December 11, 2023, the City issued Request for Proposal No. 23-183 (“RFP”) seeking proposals from qualified contractors to provide specialized services of a licensed veterinarian to provide veterinary medical services to animals at the Santa Ana Zoo.
- B. Contractor submitted a timely and responsive proposal which was selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in the RFP.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide veterinary medical services for the Santa Ana Zoo as set forth in RFP 23-183, attached hereto as **Exhibit A**, and Contractor’s proposal, attached hereto as **Exhibit B**. Contractor shall provide not less than eight (8) hours a week of veterinary medical services amounting to one full day of medical services on site at the Santa Ana Zoo once a week.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in **Exhibit C**. The total annual amount of this Agreement shall not exceed One Hundred and Eighty Thousand, Nine Hundred Ninety-Nine Dollars and Eighty Cents (**\$180,999.80**). The annual amount is comprised of (1) a base amount of \$160,999.80 and (2) a contingency amount of \$20,000 to be used at the City’s sole discretion for additional services that may arise during the course of this Agreement. The total amount to be expended during the term of this Agreement, including any extension periods exercised by the parties, shall not exceed \$904,999.00.

- b. Any on or off-site emergency services will be billed at hourly rates detailed in **Exhibit C**.
- c. These fees are inclusive of all service fees associated with veterinary specialist services and outside pharmaceutical services or products as may be retained by the Contractor, with City's prior approval to assist Contractor with providing services pursuant to this Agreement.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Contractor agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Contractor agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Contractor's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the March 1, 2024, and continue for a three (3) year term with the option for the City to grant up to two (2) one (1) year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or

caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

6. INSURANCE

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

a. 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 **\$1,000,000** 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers’ Compensation:** 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.
- (4) **Professional Liability** applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.
- (5) **Broader Coverage.** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity 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 Entity.

b. **Other Insurance Provisions**

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

- (1) ***Additional Insured Status.*** The Entity, 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 2037 if a later edition is used).
- (2) ***Primary Coverage.*** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) ***Notice of Cancellation.*** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- (4) ***Waiver of Subrogation.*** Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity 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 Entity has received a waiver of subrogation endorsement from the insurer.
- (5) ***Self-Insured Retentions.*** Self-insured retentions must be declared to and approved by the Entity. The Entity 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 Entity.
- (6) ***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 Entity.
- (7) ***Verification of Coverage.*** Contractor shall furnish the Entity with original

Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (8) ***Special Risks or Circumstances.*** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

7. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its consultants, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

9. BACKGROUND CHECK REQUIREMENTS

Contractor shall not assign any employee, agent, subcontractor or volunteer to provide services pursuant to this Agreement, if that employee, agent, subcontractor or volunteer is required to register as a sex offender under California Penal Code Section 290 et seq, has a conviction for any crime of moral turpitude, has a conviction for a violent felony as defined in California Penal Code Section 667.5(c), or has a conviction for a serious felony as defined in California Penal Code Section 1192.7(c). Disqualifying convictions include but are not limited to, violations of California Penal Code Sections 37, 128, 136.1 with Section 186.22, 187, 190-190.4 and 192(a), 205, 206, 207-209.5, 211, 212, 212.5, 213, 214, 215, 218-219, 220, 236.1(b) or 236.1(c), 243.4, 261, 261.5, 273.5, 262, 264.1, 266, 266c, 266h, 266i, 266j, 267, 269, 272, 273a, 273ab, 273d, 285, 286, 288, 288a, 288.2, 288.3, 288.4, 288.5, 288.7, 289, 290, 311.1, 311.2, 311.3, 311.4, 311.10, 311.11, 314, 347(a), 368, 417(b), 451(a), 518 with 186.22, 647.6, 653f(c), 664 and 187, 667.5(c), 18745, 18750, or 18755, 12022.53, 11418(b)(1) or (b)(2); Business and Professions Code Section 729. Failure to comply with this Section shall be grounds for immediate termination of this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: City Clerk
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988
 Fax 714- 647-6956

With courtesy copies to:

 Executive Director,
 Parks, Recreation and
 Community Services Agency
 City of Santa Ana
 20 Civic Center Plaza (M-23)
 P.O. Box 1988
 Santa Ana, California 92702
 Fax 714- 647-4211

To Contractor: The Critter Care Center, Inc.
 Attn: Audra De La Torre, D.V.M.
 2440 River Road #130
 Norco, CA 92860
 Fax: 951-406-2121

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services, which are the subject to this Agreement performed by City personnel or by other consultants or contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work, which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this

Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[Signatures on the next page]

**SIGNATURE PAGE FOR AGREEMENT WITH CRITTER CARE CENTER, INC.
TO PROVIDE VETERINARY SERVICES AT THE SANTA ANA ZOO**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

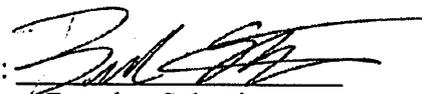
JENNIFER L. HALL
City Clerk

THOMAS R. HATCH
Interim City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By:


Brandon Salvatierra
Deputy City Attorney

RECOMMENDED FOR APPROVAL:

CRITTER CARE CENTER, INC.

HAWK SCOTT
Executive Director,
Parks, Recreation and
Community Services Agency


AUDRA DE LA TORRE, DVM
President

EXHIBIT A

SCOPE OF SERVICES

The following services shall be provided by the Contractor:

1. Provide all materials, labor, and equipment necessary for the completion of the project.

2. Obtain all necessary permits and approvals from the appropriate authorities.

3. Maintain a safe work environment and comply with all applicable safety regulations.

4. Provide regular progress reports to the Client.

5. Complete the project within the specified time frame.

6. Provide a final inspection and certification of the completed work.

7. Provide a warranty for the work performed.

8. Provide a detailed list of materials and labor used.

9. Provide a final invoice and receipt for the project.

10. Provide a final report on the project.

11. Provide a final meeting with the Client to discuss the project.

12. Provide a final copy of all project documents.

13. Provide a final copy of all project records.

14. Provide a final copy of all project files.

15. Provide a final copy of all project data.



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EXHIBIT I

SCOPE OF SERVICES

Contractor shall perform services as set forth below.

A. GENERAL CONTRACTOR REQUIREMENTS

Routine and emergency services include, but are not limited to the following:

1. Establish and maintain a schedule for Contractor to be on Zoo grounds, including a minimum of one, eight-hour day, preferably Wednesday, per week in order to successfully implement and perform the Zoo's Program of Care.
2. Maintain availability on a seven-day per week, twenty-four-hour-per day basis to perform emergency veterinary services.
3. Arrive to Zoo promptly in response to notification of need for emergency services (defined as a situation in which an animal is sick or injured and in need of immediate treatment in order to relieve pain or sustain life).
4. Coordinate with City staff to establish a schedule of physical and visual wellness exams.
5. Meet and plan with animal care staff in advance of routine immobilization of animals.
6. Practice effective written and oral communication including clearly, compassionately, and respectfully engaging in discussion, and preventing and resolving conflict with a diverse staff in a team setting.
7. Support the Animal Wellbeing Program by contributing to annual assessments.
8. Perform routine and emergency consultations, as needed, with City personnel.
9. Perform tasks for blood tests and parasite checks.
10. Monitor the effect of prescribed treatments.
11. Establish and maintain procedures for disease containment, quarantine, parasite control, vaccination programs, and tuberculin testing.
12. Perform periodic reviews of dietary and husbandry techniques.
13. Remain up-to-date and well-versed in flight or fight signals and capture/restraint techniques for exotic animals in order to perform all examinations and treatments safely and in keeping with industry practices.
14. Perform administration of all appropriate medications.
15. Conduct fecal examinations at least annually on all individuals or groups in the Zoo population and more frequently on those groups recognized to be most susceptible to facilitate the detection and treatment of parasites before clinical signs appear.



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16. Assist with the maintenance of medical records on paper and electronically in Zoological Information Management System (ZIMS), which shall indicate treatment received, surgical procedures, anesthesia, test/lab results, immunization records, etc.
17. Prepare all necessary and appropriate health certificates required for shipment of animals.
18. Provide a weekly summary report of treatments and examinations to Zoo management. Meet with Zoo management a minimum of once per month.
19. Use proper euthanasia procedures as established in the *AVMA Guidelines for the Euthanasia of Animals: 2020 Edition* as such that method of euthanasia does not interfere with postmortem examinations.
20. Perform prompt postmortem examinations on all animals (including wild or feral animals) found dead on Zoo grounds to ascertain the cause of death. Contractor must have exam performed by another agency if requested by the City.
21. Correspond with USDA Officials in regard to a case or scenario involving an individual or species at the zoo.
22. Provide a signature as City's consulting/attending veterinarian for necessary and required certificates, license, permits, or other documents.
23. May be required to professionally represent the Santa Ana Zoo on camera, in print, or online with the media concerning health-related conditions and/or concerns of any animal within the Zoo's population.

B. SUBCONTRACTOR ENGAGEMENT

In the event Contractor is unavailable, Contractor shall consult with the City and supply an on-call veterinarian with equivalent exotic animal experience and expertise of the primary veterinarian. If the Contractor is unable to provide an on-call veterinarian as part of this Agreement, the City reserves the right to retain an emergency provider outside of this Agreement. Contractor's assistance with identifying this emergency provider is preferred.

C. CITY REQUIREMENTS

In order to maintain the Zoo's program of veterinary care, Zoo staff will assist Contractor as follows:

1. Coordinate and streamline veterinary rounds and case scheduling for efficient use of veterinary time.
2. Assess and communicate new animal problems to the Contractor, evaluating and triaging new cases as they arise.
3. Maintain a sufficient inventory of drugs, supplies, and equipment on site to manage routine animal care. Additionally, Contractor shall recommend supplies and equipment and, once approved by City, will maintain inventory.
4. Maintain a pharmaceutical safe for the storage of all controlled drugs and narcotics.



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5. Maintain a facility for use in surgery and/or treatment of the population, with recovery and holding facilities and related equipment as necessary at the Zoo.
6. Participate in case care under the supervision of the attending veterinarian, including daily medications, record keeping, and assisting with examinations when appropriate.
7. Act as the ultimate decision maker regarding which tests are performed in house, which are outsourced, and which facility will perform the testing. The City shall pay for all lab testing. City acknowledges veterinary care is heavily dependent on diagnostics and will consult with the attending veterinarian.
8. Act as the ultimate decision maker on how to proceed with animal care and management based on recommendations by the attending veterinarian; hold responsibility for the cost of care.
9. Pay for all other expenses necessary for the care of the animal population when reasonably recommended by Contractor and approved by the Zoo Director or their designated representative.
10. Track contraceptive needs of the animals and notify Contractor as necessary.
11. Prepare for and assist the veterinarian in performing clinical procedures.
12. Provide assistance for the capture and treatment of animals.
13. Conduct laboratory tests including, but not limited to, fecal analysis for parasites.
14. Arrange to forward samples for analysis to outside laboratories.
15. Accurately dispense and record medical prescriptions; properly administer medications and vaccinations as directed by the attending veterinarian; maintain current pharmacy inventory, treatment areas, laboratory, and equipment inventory; and, assist with ordering drugs, medical supplies, laboratory supplies, and inventory maintenance.
16. Create and maintain accurate medical record documentation of clinical procedures, prescriptions, and diagnostic laboratory work.
17. Perform cleaning, disinfection, and sterilization of the treatment room, surgical instruments, and equipment.
18. Perform medical procedures - with appropriately qualified staff and under the supervision of a veterinarian - including administering/monitoring anesthesia, radiology, blood collection, and euthanasia.
19. Assist with necropsies, including recording observations and findings and collecting/preparing/tracking tissues for evaluation.
20. The Zoo Manager, or their designee, retains the final authority for all operations and final decisions regarding the management of the facility, and assumes all business risk for the operation of the facility including matters relating to animal health, and all matters relating to compliance with applicable law and regulations.



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D. EDUCATIONAL PROGRAMS

The City will consider allowing access to animals and records for veterinary students with interest in zoo and exotic practice. All access will be supervised by the attending veterinarian and pre-approved by the Zoo Director or their designated representative. Access should be minimally disruptive for Santa Ana Zoo animals and staff. Information and images are expected to remain confidential and not for public distribution unless explicitly approved by the City.

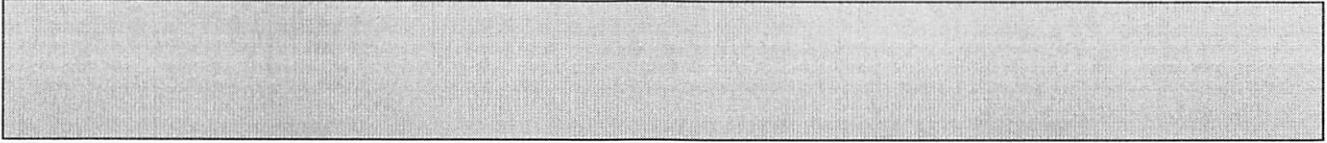


EXHIBIT B

CONTRACTOR'S PROPOSAL

Dennis Silveria
Practice Manager
The Critter Care Center, Inc.
2440 River Road #130
Norco, Ca 92860

To: Ethan Fisher, Deputy Director Parks, Recreation, and Community Services (Zoo)
City of Santa Ana – Parks, Recreation, and Community Services
1801 E Chestnut Ave. Santa Ana, CA 92701

Dr. Audra Silveria encompasses extensive knowledge and passion for all species. Her experience in the Veterinary field over the years has led her to a position in life where she would be a great addition to the veterinary care team at The Santa Ana Zoo.

Dr. Audra Silveria has run her own veterinary hospital, The Critter Care Center, Inc., in Norco, California since opening as a brand new facility in March of 2018 (Our firm was established in 2017 performing house/farm calls). This allows Dr. Audra Silveria the ability to provide experienced veterinarians and supportive staff to The Santa Ana Zoo when needed. Dr. Silveria's facility opens up the doors to provide modern technology and equipment to the various species that reside at The Santa Ana Zoo.

Through-out her journey in the veterinary field, Dr. Audra Silveria has established innumerable professional and positive relationships with other hospitals, wildlife facilities, veterinarians, specialists, and supportive staff. These relationships have provided a broad spectrum of beneficial information and resources in the veterinary field.

Dr. Silveria has built respectability for herself in the veterinary field as one of the few outstanding DVM's that provide boundless knowledge of various species. This knowledge alongside her strong values for compassion, kindness and education will create an amazing environment for both the various species and staff members at The Santa Ana Zoo.

Thank you for your consideration,

A handwritten signature in black ink, appearing to be 'D Silveria', written in a cursive style with a long horizontal line extending to the right.

Dennis Silveria
Practice Manager
The Critter Care Center, Inc.

Statement of Qualifications

Dr. Audra Silveria (formerly Dr. Audra De La Torre) began her veterinary journey in the year 1995 as a pet store exotic animal care taker. This created a passion to learn more about various species and medicine. She then became a student of Cal State Fullerton where she studied Biological Sciences with an emphasis on ecology, ornithology, and mammalogy. During her undergraduate studies at Cal State Fullerton, Dr. Silveria accepted positions as a wildlife biologist, veterinary assistant at a general small practice and veterinary assistant at an emergency pet hospital. While working on a masters in mammalogy at Cal State Fullerton, she was accepted to Western University of Health Sciences school of veterinary medication. Dr. Silveria graduated with her DVM in 2009 and finished her dual Masters in Public Health through the University of Minnesota in 2012. During and after her education, she has studied under various biologists and veterinarians that specialized in exotics, wildlife and mixed animal farms. She continues to maintain her relationship and mentorship with these professionals throughout the years.

Dr. Silveria has provided veterinary services for various hospitals in Los Angeles County, Riverside County and Orange County. This includes her position at Wetlands and Wildlife Care Center in Huntington Beach as the Director of Veterinary Services and providing veterinary care for the Santa Ana Zoo since 2020.

Dr. Silveria has experience providing medical treatment to various species including; new world primates, canines, felines, lagomorphs, mustelids, procyonids, marsupials, rodents, avian (including but not limited to psittacine/backyard poultry/raptors/waterfowl/shorebirds/pelagic birds/ratites), rodents, reptiles, amphibians, various aquatic fish/ invertebrates.

Dr. Silveria also provides extensive knowledge in different immobilization techniques in the injectable form as well as anesthetic and analgesic form. Dr. Silveria has provided safe and effective immobilization on various species. She has a certification as well for Remote immobilization through the Safe Capture training program by Dr. Mark Drew though an on site class at The San Diego Zoo Safari Park which is approved by NACA, RACE and The Wildlife Society as a means of continuing education credits.

Throughout her veterinary journey, Dr. Silveria has worked for various hospitals and facilities that are AAHA certified and USDA licensed making her aware of proper protocols and procedures thereby mitigating violations. Opening her own hospital has also made Dr. Silveria especially aware of proper safety protocols and facility protocols in accordance with OSHA standards.

Narrative

Explanation of cost Increase

It is the intention of The Critter Care Center to meet the needs of The Santa Ana Zoo in every way possible and work toward the benefit of all parties involved. As costs in our industry have increased naturally, we must increase our contract prices accordingly to maintain the quality of our patient care. The changes proposed in the cost Proposal pricing reflect these changes in our operating costs. As represented here annual Veterinarian salaries have increased significantly since 2020 as illustrated by Indeed job statistics the average annual salary of a single Veterinarian in California is currently at around \$132,193 (<https://www.indeed.com/career/veterinarian/salaries/CA>), when we are offering a veterinary team at a base price under \$125,000 we feel this to be a fair increase. Our services in the past (and planned future) also have included as needed consultation available 7 days a week via phone and text message to maintain the quality of animal care and address any issues that arise outside of the given on-site vet day.

Suggested Amendments to Contract

In the pursuit of the most appropriate contract terms we suggest the following:

- 1. Adjusting Cost Proposal Pricing to indicate hourly fees for emergency services.**
- 2. Adding technician only urgent care fee for urgent services on zoo grounds where a Doctor is not required to be present (but will be supervising remotely), this would help reduce the cost to The Santa Ana Zoo, The proposed fee would be \$243/hr as opposed to the full on site (at the zoo) emergency fee of \$411.65/hr.**
- 3. We would also be willing to offer a second weekly on site vet day. This would be useful for follow ups on ongoing cases that were seen on the primary day. This would aid in patient care and ensure treatments are going as planned and necessary adjustments are made in a more timely fashion.**

EXHIBIT C

COSTS PROPOSAL AND RATES/CHARGES

**RFP 23-183
COST PROPOSAL**

Service Type	Location	Base Contractor Service	Weekly Rate of Services	Annual Cost of Services
Weekly services to complete veterinary program of care, including at least two days – preferably Tuesday and Friday - on-site at zoo, of approximately 8 hours (cumulatively) during regular working hours (8:00am – 5:00pm)	On site and off-site if required to meet deliverable	Services to include (but not limited to): diagnostic, dentistry, surgery, anesthesia, X-rays, data input, dietary assessment, routine exams, etc. to ensure complete delivery agreed upon program of care	\$3,096.15	\$160,999.80
Emergency/After hours services	Zoo	Services required on-site to meet veterinary program of care outside of those determined to be included in the weekly cost for service (above)	\$411.65/hour	
Emergency/After hours services	Contractor's clinic	Services required at Contractor's clinic to meet veterinary program of care outside of those determined to be included in the weekly cost for service (above)	\$392.00/hour	
Technician-only urgent care services	Zoo	Urgent services on zoo grounds provided by a veterinary technician, with remote doctor supervision	\$243.00/hour	
Veterinary pharmaceuticals and supplies	Zoo or Contractor's Clinic	Medications or supplies required during emergency/after hours services to meet program of care	Cost plus 20%	
Miscellaneous services	Zoo or Contractor's Clinic	Miscellaneous supplies required to meet program of care	cost plus 10%	
		Total Cost of Weekly & Annual Services	\$3,096.15	\$160,999.80
Contingency	n/a	Estimated annual cost to cover urgent care and emergency hours or pharmaceuticals, supplies, or misc services		\$20,000.00
Total				\$180,999.80