



AGENDA REPORT

Meeting Date: October 6, 2015

Item Number: D-11

To: Honorable Mayor & City Council

From: Susan Healy Keene, AICP, Director of Community Development
Nestor Otazu, Code Enforcement Manager

Subject: AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE CRITTER TRAPPER FOR DEAD AND NUISANCE ANIMAL PICK-UP SERVICES; AND

APPROVAL TO ISSUE A CHANGE ORDER TO A PURCHASE ORDER FOR AN ADDITIONAL \$100,000 FOR A NOT-TO-EXCEED AMOUNT OF \$150,000 FOR SERVICES DESCRIBED

Attachments: 1) Agreement

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 2 changing the existing one-year agreement to a two-year agreement extending it to June 30, 2017 with three additional one-year renewal options. Staff also recommends that Council approve an increase in the consideration amount of the current agreement and purchase order by \$100,000 for a total not-to-exceed amount of \$150,000 to fund the cost of the dead animal pick-up services for the next five years with an estimated cost of \$20,000 per year.

INTRODUCTION

Prompt removal of dead animals from the public property is a state requirement local jurisdictions must comply with. Without their prompt removal, it can pose a significant safety and health hazard to the surrounding community. Prompt response in addressing this need affords the community with clean, safe and sanitary public right of ways.

DISCUSSION

In order to comply with the State's requirement, the City entered into an agreement in December 2009 with The Critter Trapper, an independent contractor, to provide these services. The Critter Trapper is licensed by the State of California, Department of Fish

and Wildlife and has provided excellent service with prompt, professional and effective responses to the City since 2009. His services include dead animal pick-up services in public properties 24 hours a day, seven days a week with a 4-hour response time. The Critter Trapper also has vast experiences in nuisance animal, rodent abatement and control measures allowing him to assist the residents of this community with the control and abatement of nuisance animals in private properties for discounted rates.

The high level of experience and customer service provided by The Critter Trapper exceeds the expectation of staff and the community creating a positive effect on the safety and quality of life for the City of Beverly Hills.

Staff is requesting the City Council approve this amendment extending the current agreement to two more years with the option of three additional one-year extensions and increasing the consideration amount and existing purchase order by \$100,000 from \$50,000 to \$150,000 to allow The Critter Trapper to continue to perform the above-mentioned services.

FISCAL IMPACT

The cost to perform the pick-up services by The Critter Trapper has been approved as an ongoing annual expenditure of \$20,000 in the Council-approved budget for Community Development Department.

Susan Healy Keene, AICP

Approved by:



Attachment 1

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND THE CRITTER TRAPPER FOR DEAD AND
NUISANCE ANIMAL PICK-UP SERVICES

NAME OF CONTRACTOR: The Critter Trapper

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Jose Becerra, Owner

CONTRACTOR'S ADDRESS: 10405 S. Grevillea Avenue Inglewood, CA 90304-1820

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Susan Healy Keene, AICP, Director of
Community Development Department

COMMENCEMENT DATE: July 1, 2014

TERMINATION DATE: June 30, 2017, unless extended pursuant to Section 2 of
the Agreement

CONSIDERATION: Not to exceed \$150,000.00 based on the rates set forth
in Exhibit B

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND THE CRITTER TRAPPER FOR DEAD AND
NUISANCE ANIMAL PICK-UP SERVICES

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and The Critter Trapper (hereinafter called "CONTRACTOR") dated September 4, 2014 and identified as Contract No. 471-14 as amended by Amendment No. 1 dated October 10, 2014 and identified as Contract No. 549-14, (collectively the "Agreement"), a copy of which is on file in the City Clerk's office.

A. CITY and CONTRACTOR desire to extend the Termination Date, and increase the Consideration to compensate CONTRACTOR for the additional services.

B. CITY and CONTRACTOR further desire to incorporate Amendment No. 1 into this Amendment No. 2.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth on the cover page of this Amendment.

Section 2. Section 2 of the Agreement, Time of Performance, shall be amended to read as follows:

"Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for three additional one-year terms or such other term not to exceed three years from the date of termination pursuant to the same terms and conditions of this Agreement."

Section 3. The Consideration shall be amended as set forth on the cover page of this Amendment.

Section 4. Subparagraph (1) of paragraph (a) of Section 1 of the Agreement entitled "Insurance" shall be amended to read as follows.

“Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.”

Section 5. Except as specifically amended by this Amendment No. 2, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 201__, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: THE CRITTER TRAPPER


JOSE BECERRA
Owner

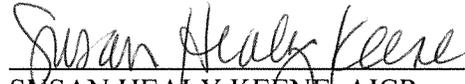
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



SUSAN HEALY KEENE, AICP
Director of Community Development Department



KARL KIRKMAN
Risk Manager