

SILICON VALLEY
ANIMAL CONTROL AUTHORITY

AGENDA ITEM

DJ's Clever Canines

RECOMMENDED MOTION

That the service contract with DJ's Clever Canines for space used for public positive reinforcement dog training for FY 2018-19 be received and filed.

DOCUMENT ATTACHED

Copy of Consultant Agreement
Copy of Stipulation of services with DJ's Clever Canines entitled "Attachment A"

FISCAL IMPACT

None

**CONSULTANT AGREEMENT
DJ's CLEVER CANINES
DONNA JOHNS**

APR 06 2018

This agreement is made this 4th day of April 2018, by SILICON VALLEY ANIMAL CONTROL AUTHORITY, a California Joint Powers Authority ("AUTHORITY") and Donna Johns, an individual ("CONSULTANT").

RECITALS

WHEREAS, the Silicon Valley Animal Control Authority desires to offer space for public positive reinforcement dog training; and

WHEREAS, Donna Johns has submitted a satisfactory proposal to provide such services, which is attached and incorporated herein as Attachment A and entitled, "Stipulation of services."

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall be in effect from July 1, 2018 to June 30, 2019.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of public dog training. CONSULTANT will be responsible for any record keeping and will provide documentation of services upon request from AUTHORITY.
3. **Compensation.** CONSULTANT will not be paid for services.
4. **Termination.** AUTHORITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice.
5. **Insurance Requirements.**
 - A. **Workers' Compensation.** If CONSULTANT employs any employees, CONSULTANT shall maintain during the term of this Agreement Workers' Compensation Insurance in conformance with the laws of the State of California. Such coverage such include a waiver of subrogation in favor of the AUTHORITY.
 - B. **General Liability Insurance.** CONSULTANT shall also procure and maintain at all times during the performance of this Agreement (1) General Commercial Liability Insurance covering CONSULTANT and AUTHORITY for liability arising out of the operations of CONSULTANT and any subcontractors; and (2) Automobile Liability Insurance including coverage for all owned and non-owned vehicles, licensed or unlicensed, used by or on behalf of CONSULTANT in the

performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) with an annual aggregate of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the AUTHORITY, and its directors, officers, employees and agents. The insurers shall agree that their policies are Primary Insurance and that they shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering AUTHORITY.

C. Evidence of Insurance. CONSULTANT shall furnish to AUTHORITY Certificates of Insurance indicating compliance with the requirements of this section. The Certificates shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits of the required policy shall be given to AUTHORITY.

6. Non-Liability of Officials and Employees of AUTHORITY. No official or employee of AUTHORITY shall be personally liable for any default or liability under this Agreement.
7. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
8. Ownership of Work Project. All documents or other information developed or received by CONSULTANT shall be the property of AUTHORITY. CONSULTANT shall provide AUTHORITY with copies of these items upon demand or upon termination of the Agreement.
9. Notices. All notices shall be personally delivered or mailed, via first class mail, to the below listed addresses. These addresses shall be used for delivery of service of process:

Silicon Valley Animal Control Authority
3370 Thomas Road
Santa Clara, CA 95054

DJ's Clever Canines
P.O. Box 23865
San Jose, CA 95153

10. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed, (2) it has investigated the site of the work and is aware of all conditions there, and (3) it understands the difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by AUTHORITY, it shall immediately inform AUTHORITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from AUTHORITY.
11. Limitations upon Subcontracting and Assignment. Neither this Agreement or any portion shall be assigned by CONSULTANT nor shall CONSULTANT subcontract any services hereunder without prior written consent of AUTHORITY.
12. Indemnification. CONSULTANT agrees to protect, hold harmless and defend AUTHORITY and its board, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with performance of the Agreement by CONSULTANT, its agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT, excepting only those claims, liabilities, expenses, and damages that arise from AUTHORITY's sole negligence. This indemnification shall apply to all liability regardless of whether any insurance policies are applicable and shall not be limited by any insurance policy limits.
13. Modification. This Agreement constitutes the entire agreement between the parties, unless there is a subsequent mutual written agreement executed by AUTHORITY and CONSULTANT.
14. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Santa Clara County Superior Court.
15. Interpretation. This Agreement shall be interpreted as though prepared by both parties.
16. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

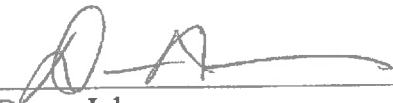
IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

SILICON VALLEY ANIMAL CONTROL AUTHORITY

By  _____
Dan Soszynski, Executive Director

Date 3/27/18

DJ's CLEVER CANINES

By  _____
Donna Johns

Date 4.4.18

“Attachment A”

Stipulation of services:

1. Provide the training of the public's dogs at SVACA.
2. All training will be conducted without SVACA's assistance; SVACA will not collect fees or be involved in scheduling clients.
3. SVACA will make the indoor and outdoor play areas available for training on Wednesdays from 5:45 pm to 7:15 pm.
4. All attendees must vacate the premises by 7:25 pm.
5. The only method of training that can be taught and practiced is positive reinforcement.
6. No harsh or inhumane training methods or devices such as choke collars, prong collars, sprays, etc. will be used or promoted.
7. SVACA will solely define what are or are not acceptable training methods and practices.