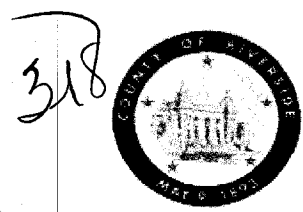


FORM APPROVED COUNTY COUNSEL
 BY: JINNY H. YANG 6/15/10
 DATE

Departmental Concurrence

Purchasing: Mark Seiler
 Assistant Director

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



SUBMITTAL DATE:
 June 16, 2010

FROM: Community Health Agency – Department of Animal Services

SUBJECT: Ratify the Single Source Agreement HSARC097 with D & D Disposal, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Single Source Agreement between the County of Riverside Community Health Agency- Department of Animal Services and D & D Disposal, Inc., for the performance period of July 1, 2009 through June 30, 2014 for the total amount of \$599,933, and;
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual Consumer Price Index (CPI) rates, and;
- 3) Direct the Clerk of the Board to return three (3) originally signed Agreements to the Community Health Agency for further processing.

(Continued on page 2)

Robert P. Miller
 Robert Miller, Director
 Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 113,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 72,320	Budget Adjustment:	No
	Annual Net County Cost:	\$ 74,489	For Fiscal Year:	09/10

SOURCE OF FUNDS: 36% Department Fee Revenue and 64% Net County Cost	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
 APPROVE
 BY: Michael R. Shetler
 Michael R. Shetler
 County Executive Office Signature

Consent Policy
 Consent Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: previous agreement
 6/17/08 item 3.9
 District: All
 Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.21

BACKGROUND:

The Community Health Agency – Department of Animal Services requires services for the removal of small and large dead animals, as well as disposal and freezer containment for the County of Riverside. In September of 2009, Purchasing and Fleet Services submitted RFP# HSARC-097 to five vendors, with only a single response from D & D Disposal, Inc. Research was also made with Los Angeles County and San Diego County to identify who supplies their service needs. These counties contract with D & D Disposal, Inc. as well. The scheduled weekly pick-ups are made at the Riverside and Thousand Palms shelter locations only. D & D Disposal, Inc. has been contracting with the County of Riverside since June 24, 1997.

BREAKDOWN AMOUNTS FOR FIVE YEAR CONTRACT:

FY 09/10	\$113,000
FY 10/11	\$116,390
FY 11/12	\$119,882
FY 12/13	\$123,478
FY 13/14	\$127,183
5 Year Total	\$599,933

PRICE REASONABLENESS:

D & D Disposal Services, Inc. charges the County of Riverside the same rates they charge Los Angeles and San Diego Counties for dead animal pick up, freezer maintenance and container cleaning. The requested amount for fiscal year 2009/2010 is not to exceed one hundred and thirteen thousand dollars (\$113,000). The overall contract amount for this five year period is not to exceed five hundred ninety-nine thousand, nine hundred and thirty-three dollars (\$599,933). County Purchasing agrees that this is a fair and reasonable price for such services.

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION Animal Services		CONTRACT NO. HSARC097	RFP NO. HSARC097
FUND: 10000	DEPARTMENT ID: 4200600200 4200600300	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION Multiple locations		CONTRACT AMOUNT \$599,933	
PERIOD OF PERFORMANCE: July 1, 2009 through June 30, 2014			
COUNTY CONTACT : Betsey Webster (951) 358-7314		CONTRACTOR REPRESENTATIVE: Bill Gorman (323) 268-7050	
PROGRAM NAME: dead animal pick up services			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Department of Animal Services], hereinafter referred to as "COUNTY", and

D & D Disposal, Inc.

hereinafter

referred to as ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY requires assistance in the removal of dead animals and the proper disposal thereof; and

WHEREAS, CONTRACTOR has been awarded such services through Request for Proposal (RFP #HSARC097.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 14, Exhibit A, SCOPE OF WORK, consisting of two (2) pages, and Exhibit B, PAYMENT PROVISIONS, consisting of two (2) pages, attached hereto and incorporated herein.

CONTRACTOR

By William M. Gorman

WILLIAM M. GORMAN, PRES.
Print Name

Date _____

COUNTY

By _____
Chairman, Board of Supervisors

Date _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

FORM APPROVED COUNTY COUNSEL

BY: Jinny Yang 6/15/10
JINNY YANG DATE

1 **1. DESCRIPTION OF SERVICES:**

2 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A,
3 SCOPE OF WORK, attached hereto and by this reference incorporated herein.

4 1.2 CONTRACTOR shall perform to the satisfaction of the COUNTY and in
5 conformance to and consistent with the highest standards of firms/professionals in
6 the same discipline in the State of California.

7 1.3 CONTRACTOR affirms this and is fully apprised of all the work to be performed
8 under this Agreement; and the CONTRACTOR agrees it can properly perform this
9 work at the prices stated in Exhibit B, PAYMENT PROVISIONS.

10 CONTRACTOR is not to perform services or provide products outside of this
11 Agreement.

12 1.4 Acceptance by the COUNTY of the CONTRACTOR'S performance under this
13 Agreement does not operate as a release of CONTRACTOR'S responsibility for
14 full compliance with the terms of this Agreement.

15 **2. PERIOD OF PERFORMANCE:**

16 2.1 This Agreement shall be effective on July 1, 2009 through June 30, 2014, unless
17 terminated as specified in Section 13, TERMINATION.

18 **3. COMPENSATION:**

19 3.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A,
20 SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR
21 shall be entitled to receive payment as specified in Exhibit B, PAYMENT
22 PROVISIONS, attached hereto and incorporated herein. Maximum payment by
23 COUNTY to CONTRACTOR shall not exceed five hundred ninety-nine
24 thousand, nine hundred thirty-three dollars (\$599,933), for the five year contract
25 period, including all expenses as is specified in Exhibit B, PAYMENT
26 PROVISIONS.

27 3.2 COUNTY is not responsible for any fees or cost incurred above or beyond the
28

1 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph
2 3.1, and shall have no obligation to purchase any specified amount of services.
3 Unless otherwise specifically stated in Exhibit B, PAYMENT PROVISIONS,
4 COUNTY shall not be responsible for payment of any of CONTRACTOR'S
5 expenses related to this Agreement.

6 **3.3** COUNTY requires written proof satisfactory to COUNTY of cost increases prior
7 to any approved price adjustment. A minimum of 30-day advance notice in
8 writing is required to be considered and approved by COUNTY. No retroactive
9 price adjustments will be considered. Any price increases must be stated in a
10 written amendment to this Agreement.

11 **3.4** COUNTY obligation for payment of this Agreement beyond the current fiscal
12 year end is contingent upon and limited by the availability of COUNTY funding
13 from which payment can be made. No legal liability on the part of the COUNTY
14 shall rise for payment beyond June 30 of each calendar year unless funds are
15 made available for such payment. In the event such funds are not forthcoming for
16 any reason, COUNTY shall immediately notify CONTRACTOR in writing; and
17 this Agreement shall be deemed terminated and have no force and effect.

18
19 **4. HOLD HARMLESS/INDEMNIFICATION:**

20 **4.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
21 Agencies, Districts, Special Districts and Departments, their respective directors,
22 officers, Board of Supervisors, elected and appointed officials, employees, agents
23 and representatives from any liability, claim, damage or action whatsoever, based
24 or asserted upon any act or omission of CONTRACTOR, its officers, employees,
25 subcontractors, agents or representatives arising out of or in any way relating to
26 this Agreement, including but not limited to property damage, bodily injury, or
27 death. CONTRACTOR shall defend, at its sole cost and expense, including but
28 not limited to attorney fees, cost of investigation, defense and settlements or

1 awards, the County of Riverside, its Agencies, Districts, Special Districts and
2 Departments, their respective directors, officers, Board of Supervisors, elected
3 and appointed officials, employees, agents and representatives in any such action
4 or claim. With respect to any action or claim subject to indemnification herein by
5 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
6 counsel of its own choice and shall have the right to adjust, settle, or compromise
7 any such action or claim without the prior consent of COUNTY; provided,
8 however, that any such adjustment, settlement or compromise in no manner
9 whatsoever limits or circumscribes CONTRACTOR'S indemnification of
10 COUNTY. CONTRACTOR'S obligation hereunder shall be satisfied when
11 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or
12 similar document) relieving COUNTY from any liability for the action or claim
13 involved.

14 **4.2** The specified insurance limits required in this Agreement shall in no way limit or
15 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless
16 COUNTY.

17 **4.3** In the event there is conflict between this clause and California Civil Code
18 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
19 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
20 COUNTY to the fullest extent allowed by law.

21 **5. INDEPENDENT CONTRACTOR:**

22 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an
23 independent CONTRACTOR and shall not be deemed an employee of the
24 COUNTY. It is expressly understood and agreed that the CONTRACTOR
25 (including its employees, agents and subcontractors) shall in no event be entitled
26 to any benefits to which COUNTY employees are entitled, including but not
27 limited to overtime, any retirement benefits, worker's compensation benefits, and
28 injury leave or other leave benefits. There shall be no employer-employee
relationship between the parties; and CONTRACTOR shall hold COUNTY

1 harmless from any and all claims that may be made against COUNTY based upon
2 any contention by a third party that an employer-employee relationship exists by
3 reason of this Agreement.

4 **5.2** It is further understood and agreed by the parties hereto that CONTRACTOR in
5 the performance of this Agreement is subject to the control or direction of
6 COUNTY merely as to the result to be accomplished by the services hereunder.

7 **6. INSURANCE:** Without limiting or diminishing the CONTRACTOR'S
8 obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure
9 and maintain or cause to be maintained, at its sole cost and expense, the following
10 insurance coverage's during the term of this Agreement. As respects to the insurance
11 section only, the COUNTY herein refers to the County of Riverside, its Agencies,
12 Districts, Special Districts, and Departments, their respective directors, officers, Board of
13 Supervisors, employees, elected or appointed officials, agents or representatives as
14 Additional Insureds.

15 **6.1 Workers' Compensation:**

16 If the CONTRACTOR has employees as defined by the State of California, the
17 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
18 (Coverage A) as prescribed by the laws of the State of California. Policy shall
19 include Employers' Liability (Coverage B) including Occupational Disease with
20 limits not less than \$1,000,000 per person per accident. The policy shall be
21 endorsed to waive subrogation in favor of the COUNTY.

22 **6.2 Commercial General Liability:**

23 Commercial General Liability insurance coverage, including but not limited to,
24 premises liability, unmodified contractual liability, products and completed
25 operations liability, personal and advertising injury, and cross liability coverage,
26 covering claims which may arise from or out of CONTRACTOR'S performance
27 of its obligations hereunder. Policy shall name the COUNTY as Additional
28 Insured. Policy's limit of liability shall not be less than \$1,000,000 per
occurrence combined single limit. If such insurance contains a general aggregate
limit, it shall apply separately to this agreement or be no less than two (2) times

1 the occurrence limit.

2 **6.3 Vehicle Liability:**

3 If vehicles or mobile equipment are used in the performance of the obligations
4 under this Agreement, then CONTRACTOR shall maintain liability insurance for
5 all owned, non-owned or hired vehicles so used in an amount not less than
6 \$1,000,000 per occurrence combined single limit. If such insurance contains a
7 general aggregate limit, it shall apply separately to this agreement or be no less
8 than two (2) times the occurrence limit. Policy shall name the COUNTY as
9 Additional Insureds.

10 **6.4 General Insurance Provisions - All lines:**

11 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
12 admitted to the State of California and have an A M BEST rating of not
13 less than A: VIII (A:8) unless such requirements are waived, in writing, by
14 the County Risk Manager. If the County's Risk Manager waives a
15 requirement for a particular insurer such waiver is only valid for that
16 specific insurer and only for one policy term.

17 **6.4.2** The CONTRACTOR must declare its insurance self-insured retention for
18 each coverage required herein. If any such self-insured retention exceed
19 \$500,000 per occurrence each such retention shall have the prior written
20 consent of the County Risk Manager before the commencement of
21 operations under this Agreement. Upon notification of self-insured
22 retention unacceptable to the COUNTY, and at the election of the
23 County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce
24 or eliminate such self-insured retention as respects this Agreement with the
25 COUNTY, or 2) procure a bond which guarantees payment of losses and
26 related investigations, claims administration, and defense costs and
27 expenses.

28 **6.4.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
furnish the COUNTY with either 1) a properly executed original
Certificate(s) of Insurance and certified original copies of endorsements
effecting coverage as required herein, and 2) if requested to do so orally or

1 in writing by the County Risk Manager, provide original Certified copies
2 of policies including all endorsements and all attachments thereto,
3 showing such insurance is in full force and effect. Further, said
4 Certificate(s) and policies of insurance shall contain the covenant of the
5 insurance carrier(s) that thirty (30) days written notice shall be given to the
6 COUNTY prior to any material modification, cancellation,
7 expiration or reduction in coverage of such insurance. In the event of a
8 material modification, cancellation, expiration, or reduction in coverage,
9 this Agreement shall terminate forthwith, unless the COUNTY
10 receives, prior to such effective date, another properly executed original
11 Certificate of Insurance and original copies of endorsements
12 or certified original policies, including all endorsements and attachments
13 thereto evidencing coverage's set forth herein and the insurance required
14 herein is in full force and effect. CONTRACTOR shall not commence
15 operations until the COUNTY has been furnished original Certificate (s) of
16 Insurance and certified original copies of endorsements and if requested,
17 certified original policies of insurance including all endorsements and any
18 and all other attachments as required in this Section. An individual
19 authorized by the insurance carrier to do so on its behalf shall sign the
20 original endorsements for each policy and the Certificate of Insurance.

21 **6.4.4** It is understood and agreed to by the parties hereto that the
22 CONTRACTOR'S insurance shall be construed as primary insurance, and
23 the COUNTY'S insurance and/or deductibles and/or self-insured
24 retention's or self-insured programs shall not be construed as contributory.

25 **6.4.5** If, during the term of this Agreement or any extension thereof, there is a
26 material change in the Scope of Services; or, there is a material change in
27 the equipment to be used in the performance of the Scope of Work; or, the
28 term of this Agreement, including any extensions thereof, exceeds five (5)
years; the COUNTY reserves the right to adjust the types of insurance and
the monetary limits of liability required under this Agreement. If in the
County Risk Manager's reasonable judgment, the amount or type of

insurance carried by the CONTRACTOR has become inadequate.

6.4.6 CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

6.4.7 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

6.4.8 CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. **LICENSE:**

7.1 CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

7.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and other CONTRACTOR'S performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of the inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and other CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

7.3 A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to COUNTY.

8. **RECORDS AND DOCUMENTS:**

8.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five

1 years following termination of this Agreement and be available for audit by the
2 COUNTY. CONTRACTOR shall provide to the COUNTY reports and
3 information related to this Agreement.

4 **9. OSHA REGULATIONS:**

5 **9.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and Health
6 Administration (OSHA) standards and codes as set forth by the U.S. Department
7 of Labor, and the derivative Cal/OSHA standards, laws and regulations relating
8 thereto, and verifies that all performance under this Agreement shall be in
9 compliance therewith.

10 **10. CONDUCT OF CONTRACTOR:**

11 **10.1** CONTRACTOR covenants that it presently has no interest, including but not
12 limited to other projects or contracts, and shall not acquire any such interest,
13 direct or indirect, which would conflict in any manner or degree with
14 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees
15 to inform the COUNTY of all CONTRACTOR'S interests, if any, which are or
16 may be perceived as incompatible with the COUNTY'S interest.

17 **10.2** CONTRACTOR shall not, under circumstances which could be interpreted as an
18 attempt to influence the recipient in the conduct of his duties, accept any gratuity
19 or special favor from individuals or firms with whom the CONTRACTOR is
20 doing business or proposing to do business, in accomplishing the work under this
21 Agreement.

22 **10.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
23 entertainment directly or indirectly to COUNTY employees.

24 **11. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE:**

25 **11.1** All performances (which includes services, workmanship, materials, supplies and
26 equipment furnished or utilized in the performance of this Agreement) shall be
27 subject to inspection and test by the COUNTY or other regulatory agencies at all
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1 times. CONTRACTOR shall provide adequate cooperation to any inspector or
2 other COUNTY representative to permit him/her to determine the
3 CONTRACTOR'S conformity with the terms of this Agreement. If any services
4 performed or products provided by CONTRACTOR are not in conformance with
5 the terms of this Agreement, the COUNTY shall have the right to require the
6 CONTRACTOR to perform the services or provide the products in conformance
7 with the terms of the Agreement at no additional cost to the COUNTY. When the
8 services to be performed or the products to be provided are of such nature that the
9 difference cannot be corrected, the COUNTY shall have the right to 1) require
10 CONTRACTOR to immediately take all necessary steps to ensure future
11 performance in conformity with the terms of the Agreement; and/or 2) reduce the
12 Agreement price to reflect the reduced value of the services performed or products
13 provided. COUNTY may also terminate this Agreement for default and charge to
14 CONTRACTOR any costs incurred by the COUNTY because of
15 CONTRACTOR'S failure to perform.

16 **11.2** CONTRACTOR shall establish adequate procedures for self-monitoring and
17 quality control and assurance to ensure proper performance under this Agreement;
18 and shall permit a COUNTY representative or other regulatory official to monitor,
19 assess or evaluate CONTRACTOR'S performance under this Agreement at any
20 time upon reasonable notice to CONTRACTOR.

21 **12. DISPUTES:**

22 **12.1** The parties shall attempt to resolve any disputes amicably at the working level. If
23 that is not successful, the dispute shall be referred to the senior management of the
24 parties. Any dispute relating to this Agreement which is not resolved by the
25 parties shall be decided by the COUNTY'S Purchasing Department's Compliance
26 Contract Officer and shall be final and conclusive unless determined by a court of
27 competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly
28 erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed

1 diligently with the performance of this Agreement pending the resolution of a
2 dispute.

3 **12.2** Prior to the filing of any legal action related to this Agreement, the parties shall be
4 obligated to attend a mediation session in Riverside County before a neutral third
5 party mediator. A second mediation session shall be required if the first session is
6 not successful. The parties shall share the cost of the mediations.

7 **13. TERMINATION:**

8 **13.1** COUNTY may terminate this Agreement without cause upon 30 days written
9 notice served upon the CONTRACTOR stating the extent and effective date of
10 termination.

11 **13.2** COUNTY may, upon five (5) days written notice, terminate this agreement for
12 CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the
13 terms of this Agreement or fails to make progress so as to endanger performance
14 and does not immediately cure such failure. In the event of such termination,
15 COUNTY may proceed with the work in any manner deemed proper by
16 COUNTY.

17 **13.3** After receipt of the notice of termination, CONTRACTOR shall:

18 **13.3.1** Stop all work under this Agreement on the date specified in the notice of
19 termination;

20 **13.3.2** Transfer to COUNTY and deliver in the manner as directed by
21 COUNTY, any materials, reports or other products which, if the
22 Agreement had been completed or continued, would have been required
23 to be furnished to COUNTY.

24 **13.4** After termination, COUNTY shall make payment for CONTRACTOR'S
25 performance up to the date of termination in accordance with this Agreement and
26 at the rates set forth in Exhibit B, PAYMENT PROVISIONS.

27 **13.5** CONTRACTOR'S rights under this Agreement shall terminate (except for fees
28 accrued prior to the date of termination) upon dishonesty or a willful or material
breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR'S

1 unwillingness or inability for any reasons whatsoever to perform the terms of this
2 Agreement. In such event, CONTRACTOR shall not be entitled to any further
3 compensation under this Agreement.

4 **13.6** The rights and remedies of COUNTY provided in this section shall not be
5 exclusive and are in addition to any other rights and remedies provided by law or
6 under this Agreement.

7 **14. FORCE MAJEURE:**

8 **14.1** Neither Party shall be liable nor deemed to be in default for any delay or failure in
9 performance under this Agreement or other interruption of service or employment
10 deemed resulting, directly or indirectly, from acts of God.

11 **15. NONDISCRIMINATION AND ELIGIBILITY:**

12 **15.1** CONTRACTOR shall not discriminate in the provision of services, allocation of
13 benefits, accommodation in facilities, or employment of personnel, on the basis of
14 ethnic group identification, race, color, creed, ancestry, religion, national origin,
15 physical handicap, medical condition, or sex in the performance of this
16 Agreement; and, to the extent they shall be found to be applicable hereto, shall
17 comply with the provisions of California Fair Employment and Housing Act
18 (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352),
19 the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all
20 other applicable laws or regulations.

21 **16. CONFLICT OF INTEREST:**

22 **16.1** CONTRACTOR and CONTRACTOR'S employees shall have no interest, and
23 shall not acquire any interest, direct or indirect, which will conflict in any manner
24 or degree with the performance of services required under this Agreement.

25 **17. ALTERATION:**

26 **17.1** No alteration or variation of the terms of this Agreement shall be valid unless
27 made in writing and signed by the parties hereto, and no oral understanding or
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1 agreement not incorporated herein, shall be binding on any of the parties hereto.

2 **17.2** Only the County Board of Supervisors or the County Purchasing Agent may
3 authorize any alteration or revision of this Agreement. The parties expressly
4 recognize that COUNTY personnel are without authorization to either change or
5 waive any requirements of this Agreement.

6 **17.3** This Agreement including any attachments or exhibits, constitutes the entire
7 Agreement of the parties with respect to its subject matter and supersedes all
8 prior and contemporaneous representations, proposals, discussions and
9 communications, whether oral or in writing. This Agreement may be changed or
10 modified only by a written amendment signed by authorized representatives of
11 both parties.

12
13 **18. ASSIGNMENT/SUBCONTRACTORS:**

14 **18.1** CONTRACTOR may not delegate or assign any interest in this Agreement,
15 whether by operation of law or otherwise, without the prior written consent of
16 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed
17 void and of no force or effect.

18 **18.2** No contract shall be made by the CONTRACTOR with any other party for
19 furnishing any of the work or service under this Agreement without the prior
20 written approval of the COUNTY; but this provision shall not require the
21 approval of contracts of employment between the CONTRACTOR and personnel
22 assigned under this Agreement, or for parties named in the proposal and agreed to
23 under this Agreement.

24
25 **19. ADMINISTRATION:** The COUNTY Purchasing Agent, or designee, shall administer
26 this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the
27 liaison with CONTRACTOR in connection with this Agreement.
28

1 **20. WAIVER:**

2 Any waiver by COUNTY of any breach of any one or more of the terms of this
3 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
4 same or of any other term thereof. Failure on the part of the COUNTY to require exact,
5 full and complete compliance with any terms of this Agreement shall not be construed as
6 in any manner changing the terms hereof or stopping COUNTY from enforcement
7 hereof.

8 **21. JURISDICTION/VENUE:**

9 This Agreement shall be governed by, and construed in accordance with, the laws of the
10 State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of
11 the courts of the State of California for all purposes regarding this Agreement and further
12 agrees and consents that the venue requires for any action brought hereunder shall be
13 exclusively in the County of Riverside, California.

14 **22. SEVERABILITY:**

15 If any provision in this Agreement is held by a court of competent jurisdiction to be
16 invalid, void or unenforceable, the remaining provisions will nevertheless continue in
17 full force without being impaired or invalidated in any way.

18 **23. CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings
19 used in this Agreement are for convenience only and are not a part of this Agreement and
20 shall not be used in construing this Agreement.

21 **26. NOTICES.** All correspondence and notices required or contemplated by this Agreement
22 shall be delivered to the respective parties at the addresses set forth below and are
23 deemed submitted one day after their deposit in the United States mail, postage prepaid:
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25
26 **COUNTY:**
27 County of Riverside, Community Health Agency
28 Internal Support Contracts Administration
4065 County Circle Drive
Riverside, CA 92503

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CONTRACTOR:
D & D Disposal, Inc.
4105 Bandini Blvd.
Vernon, CA 90023

or to such other address(es) as the parties may hereafter designate.

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EXHIBIT A
SCOPE OF WORK

D & D Service, Inc. (CONTRACTOR) shall provide dead animal hauling and disposal Services for the County of Riverside (COUNTY) in accordance with the following:

1. Small Dead Animal Services (SDA):

1.1 CONTRACTOR shall pickup, transport, and dispose all SDA from the two Riverside County Animal Shelters:

1.1.1 Riverside Main Shelter shall receive three (3) regularly scheduled pick-ups per week for the entire service year.

1.1.2 Thousand Palms shall receive one (1) regularly scheduled pick-up per week for the entire service year.

1.2 CONTRACTOR shall maintain the walk in freezer located at the Riverside and Thousand Palms Shelter.

1.3 CONTRACTOR shall provide as many steam cleaned 55 gallon metal containers at each shelter as necessary.

1.4 CONTRACTOR and Shelter Administrator shall coordinate with each other to procure the number of clean replacement 55 gallon drums needed at each drop off location.

1.5 All SDA shall be disposed of at CONTRACTOR'S process plant in Vernon, California, in accordance with all applicable regulations.

1.6 CONTRACTOR shall provide unanticipated pickups should there be a breakdown of the shelter freezer.

2. Large Dead Animal (LDA):

2.1 CONTRACTOR shall respond to requests from authorized COUNTY Animal Control personnel to pickup, transport and dispose of all LDA collected from the streets, roads and public areas within unincorporated Riverside County.

2.2 Pickups shall be completed within 24 hours of receipt of the call.

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2.3 CONTRACTOR shall maintain a monthly log of each LDA call, showing the date, time of the call, LDA description, location or address and Thomas Guide map book location.

2.4 CONTRACTOR shall submit a copy of each month's LDA call log with the invoice for LDA pickup, based upon the fee schedule included herein.

2.5 CONTRACTOR must be available to receive requests from COUNTY for (LDA) pickup, seven (7) days a week, from 8:00 a.m. to 5:00 p.m., inclusive of holidays.

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EXHIBIT B
PAYMENT PROVISIONS

CONTRACTOR shall be entitled to receive payment for services rendered as specified in Exhibit A, as follows:

1. Invoice:

1.1 COUNTY agrees to pay acceptable invoice(s), as per requirements in item 2 below, submitted by CONTRACTOR as soon as reasonable in accordance with the COUNTY policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking a set off in the amount of such error from any amount the COUNTY still owes CONTRACTOR.

1.2 Invoice(s) shall itemize actual expense incurred, CONTRACTOR'S name and address, date, Purchase Order Number (to be assigned after execution of agreement) and original signature of CONTRACTOR.

1.3 CONTRACTOR shall invoice COUNTY, as set forth in Exhibit A, SCOPE OF WORK.

1.4 CONTRACTOR shall submit invoice(s) to the following address for processing:
Riverside County Community Health Agency
Fiscal Division, Accounts Payable
P.O. BOX 7849
Riverside, CA 92513

1.5 Compensation payable to CONTRACTOR by COUNTY shall not exceed the annual amounts referenced in the table below, with the total for the five (5) year contract not to exceed \$599,933 including all expenses:

July 1, 2009 through June 30, 2010	\$113,000
July 1, 2010 through June 30, 2011	\$116,390
July 1, 2011 through June 30, 2012	\$119,882
July 1, 2012 through June 30, 2013	\$123,478
July 1, 2013 through June 30, 2014	\$127,183
FIVE (5) YEAR TOTAL	\$599,933

1 **2. Fees/Budgets**

2 **2.1 Large Dead Animals (LDA):**

3 **2.1.2** Areas for pick-up of Large Dead Animals (LDA) will be within Riverside
4 County. Service fees will be based on the location of the service call as follows:

- 5 2.1.2.1 Within a 30 mile radius of the center of Riverside. \$200.00
6 2.1.2.2 From a 31 mile radius to 60 miles. \$300.00
7 2.1.2.3 From a 61 mile radius to 90 miles. \$400.00
8 2.1.2.4 From a 91 mile radius to 120 miles. \$500.00

9 **2.1.3** Fees for Large Dead Animal pick-ups are on a per animal basis. A \$25.00
10 Fee for each additional carcass picked up from the same location at same time.

11 **2.2 Small Dead Animal (SDA):**

12 **2.2.1** SDA pick-up and disposal from Riverside Main Shelter:
13 (Three pick-ups per week), Total monthly SDA charge \$3,290.00.

14 **2.2.2** SDA pick-up and disposal from Thousand Palms Shelter:
15 (One pick-up per week), Total monthly SDA charge \$1,920.00.

16 **2.1.4** TOTAL monthly SDA pick-up charge from all locations:
17 Total monthly SDA charge \$5,210.00.

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