

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

802



FROM: Community Health Agency/Department of Animal Services

SUBMITTAL DATE:
August 10, 2011

SUBJECT: Ratify Agreement 11-128 between Animal Samaritans SPCA, Inc. and the County of Riverside Department of Animal Services for spay, neuter and other clinical services

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Single Source Agreement 11-128 between Animal Samaritans SPCA, Inc. and the County of Riverside Department of Animal Services for spay, neuter and other clinical services, for the period of July 1, 2011 through June 30, 2012; with option to renew annually through June 30, 2016 for the annual amount of \$70,000; and
- 2) Authorize the Chairperson to execute three agreements on behalf of the County of Riverside; and
- 3) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding and sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision.

BACKGROUND:

Since July 2002 the Riverside County Department of Animal Services has contracted with Animal Samaritans SPCA, Inc., a non-profit spay/neuter and adoption facility in Thousand Palms, to perform spay and neuter surgeries and other clinical services for the animals adopted from the County-run Thousand Palms and Blythe shelters.

(Continued on page 2)

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

RM:lc

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 70,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% Department Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: September 13, 2011
xc: 2 BY: [unclear]
CHA-Animal Services, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: District: 4 Agenda Number:

3.24

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

FORM APPROVED COUNTY COUNSEL
DATE
BY: *[Signature]*
BRUCE G. FORDON
Purchasing: *[Signature]*
Mark Seiler, Assistant Director
Departmental Concurrence

Dept Recomm.:
Per Exec. Ofc.:
 Consent
 Policy

Form 11

Subject: Ratify Agreement 11-128 between Animal Samaritans SPCA, Inc. and the County of Riverside Department of Animal Services for spay, neuter and other clinical services

Page 2 of 2

BACKGROUND (Continued):

Veterinary clinics within the Thousand Palms area are primarily small, private, for-profit agencies and charge far greater fees than Animal Samaritans, the only non-profit agency capable of performing the high number of surgeries at a low cost for the citizens in the Thousand Palms area.

PRICE REASONABLENESS:

The price rendered by Animal Samaritans for spay and neuter services is considered to be fair and reasonable based on their pricing being lower than normal for-profit veterinary clinics in the surrounding area. Animal Samaritans is associated with the Society for the Prevention of Cruelty to Animals (SPCA) and is a certified non-profit agency. Pricing for the spay/neuter procedure for a canine is \$75.00, and for a feline is \$50.00. This compares favorably against for-profit clinics which charge significantly above \$100.00 for a canine or feline procedure, on average. Based on this comparison, the price is deemed to be fair and reasonable.

FINANICAL:

There is no additional impact on the general fund as this funding has been included in the department's budget.

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 11-128	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600100	PROJECT-GRANT: -----	ACCOUNT: 525520
CLASS/LOCATION: 0855-66780, 8598-90001		CONTRACT AMOUNT: \$70,000	
PERIOD OF PERFORMANCE:		July 1, 2011 through June 30, 2012, with option to renew annually through June 30, 2016	
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: Frederick Saunders (760) 343-3477	
PROGRAM NAME: Spay, neuter and other clinical 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
Animal Samaritans SPCA, Inc.,
hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires spay, neutering, and other clinical services within Riverside County by utilizing funding from the State of California mandated trust fund created for spay/neuter deposits; and,

WHEREAS, the CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein.

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 consisting of 2 pages, and Exhibit B consisting of 2 pages, attached hereto and incorporated herein.

COUNTY

By Bob Buster
Bob Buster, Chairman, Board of Supervisors

Date SEP 13 2011

CONTRACTOR

By Frederick L. Saunders Jr.
Frederick L. Saunders Jr., Executive Director

Date 8/2/2011

ATTEST: Kecia Harper-Ihem, Clerk

By Kecia Harper-Ihem, Deputy

FORM APPROVED COUNTY COUNSEL
BY Bruce G. Fordon 8/18/11
BRUCE G. FORDON DATE

SEP 13 2011 3:24

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

11 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this
12 Agreement does not operate as a release of CONTRACTOR's responsibility for full
13 compliance with the terms of this Agreement.

14 **2. PERIOD OF PERFORMANCE:**

15 2.1 This Agreement shall be effective on July 1, 2011 through June 30, 2012, with
16 option to renew annually in one (1) year increments through June 30, 2016, unless
17 terminated as specified in Section 14, 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 seventy thousand dollars
24 (\$70,000), including all expenses.
25

26 **4. HOLD HARMLESS/INDEMNIFICATION:**

27 4.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
28 Agencies, Districts, Special Districts and Departments, their respective directors,

1 officers, Board of Supervisors, elected and appointed officials, employees, agents
2 and representatives from any liability, claim, damage or action whatsoever, based
3 or asserted upon any act or omission of CONTRACTOR, its officers, employees,
4 subcontractors, agents or representatives arising out of or in any way relating to
5 this Agreement, including but not limited to property damage, bodily injury, or
6 death. CONTRACTOR shall defend, at its sole cost and expense, including but
7 not limited to attorney fees, cost of investigation, defense and settlements or
8 awards, the County of Riverside, its Agencies, Districts, Special Districts and
9 Departments, their respective directors, officers, Board of Supervisors, elected
10 and appointed officials, employees, agents and representatives in any such action
11 or claim. With respect to any action or claim subject to indemnification herein by
12 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
13 counsel of its own choice and shall have the right to adjust, settle, or compromise
14 any such action or claim without the prior consent of COUNTY; provided,
15 however, that any such adjustment, settlement or compromise in no manner
16 whatsoever limits or circumscribes CONTRACTOR's indemnification of
17 COUNTY. CONTRACTOR's obligation hereunder shall be satisfied when
18 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or
19 similar document) relieving COUNTY from any liability for the action or claim
20 involved.

21 **4.2** The specified insurance limits required in this Agreement shall in no way limit or
22 circumscribe CONTRACTOR's obligations to indemnify and hold harmless
23 COUNTY.

24 **4.3** In the event there is conflict between this clause and California Civil Code
25 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
26 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
27 COUNTY to the fullest extent allowed by law.

28

1 **5. INDEPENDENT CONTRACTOR:**

2 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an
3 independent CONTRACTOR and shall not be deemed an employee of the
4 COUNTY. It is expressly understood and agreed that the CONTRACTOR
5 (including its employees, agents and subcontractors) shall in no event be entitled
6 to any benefits to which COUNTY employees are entitled, including but not
7 limited overtime, any retirement benefits, worker's compensation benefits, and
8 injury leave or other leave benefits. There shall be no employer-employee
9 relationship between the parties; and CONTRACTOR shall hold COUNTY
10 harmless from any and all claims; and CONTRACTOR shall hold COUNTY
11 harmless from any and all claims that may be made against COUNTY based upon
12 any contention by a third party that an employer-employee relationship exists by
13 reason of this Agreement.

14 **5.2** It is further understood and agreed by the parties hereto that CONTRACTOR in
15 the performance of this Agreement is subject to the control or direction of
16 COUNTY merely as to the result to be accomplished by the services hereunder
17 agree to render and perform and not as to the means and methods for
18 accomplishing the results.

19 **6. INSURANCE:** Without limiting or diminishing the CONTRACTOR's
20 obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure
21 and maintain or cause to be maintained, at its sole cost and expense, the following
22 insurance coverage's during the term of this Agreement. As respects to the insurance
23 section only, the COUNTY herein refers to the County of Riverside, its Agencies,
24 Districts, Special Districts, and Departments, their respective directors, officers, Board of
25 Supervisors, employees, elected or appointed officials, agents or representatives as
26 Additional Insureds.

27 **6.1 Workers' Compensation:**

28 If the CONTRACTOR has employees as defined by the State of California, the
CONTRACTOR shall maintain statutory Workers' Compensation Insurance
(Coverage A) as prescribed by the laws of the State of California. Policy shall

1 include Employers' Liability (Coverage B) including Occupational Disease with
 2 limits not less than \$1,000,000 per person per accident. The policy shall be
 3 endorsed to waive subrogation in favor of The County of Riverside.

4 **6.2 Commercial General Liability:**

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

13 **6.3 Vehicle Liability:**

14 If vehicles or mobile equipment are used in the performance of the obligations
 15 Under this Agreement, then CONTRACTOR shall maintain liability insurance for
 16 all owned, non-owned or hired vehicles so used in an amount not less than
 17 \$1,000,000 per occurrence combined single limit. If such insurance contains a
 18 general aggregate limit, it shall apply separately to this agreement or be no less
 19 than two (2) times the occurrence limit. Policy shall name the COUNTY as
 Additional Insureds.

20 **6.4 General Insurance Provisions - All lines:**

21 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
 22 admitted to the State of California and have an A M BEST rating of not
 23 less than A: VIII (A:8) unless such requirements are waived, in writing, by
 24 the County Risk Manager. If the County's Risk Manager waives a
 25 requirement for a particular insurer such waiver is only valid for that
 specific insurer and only for one policy term.

26 **6.4.2** The CONTRACTOR must declare its insurance self-insured retention for
 27 each coverage required herein. If any such self-insured retention exceed
 28 \$500,000 per occurrence each such retention shall have the prior written

1 consent of the County Risk Manager before the commencement of
2 operations under this Agreement. Upon notification of self-insured
3 retention unacceptable to the COUNTY, and at the election of the
4 County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce
5 or eliminate such self-insured retention as respects this Agreement with the
6 COUNTY, or 2) procure a bond which guarantees payment of losses and
7 related investigations, claims administration, and defense costs and
8 expenses.

9 **6.4.3** CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to
10 furnish the County of Riverside with either 1) a properly executed original
11 Certificate(s) of Insurance and certified original copies of Endorsements
12 effecting coverage as required herein, and 2) if requested to do so orally or
13 in writing by the County Risk Manager, provide original Certified copies
14 of policies including all Endorsements and all attachments thereto,
15 showing such insurance is in full force and effect. Further, said
16 Certificate(s) and policies of insurance shall contain the covenant of the
17 insurance carrier(s) that thirty (30) days written notice shall be given to the
18 County of Riverside prior to any material modification, cancellation,
19 expiration or reduction in coverage of such insurance. In the event of a
20 material modification, cancellation, expiration, or reduction in coverage,
21 this Agreement shall terminate forthwith, unless the County of Riverside
22 receives, prior to such effective date, another properly executed original
23 Certificate of Insurance and original copies of endorsements
24 or certified original policies, including all endorsements and attachments
25 thereto evidencing coverage's set forth herein and the insurance required
26 herein is in full force and effect. *CONTRACTOR shall not commence*
27 *operations until the COUNTY has been furnished original Certificate (s) of*
28 *Insurance and certified original copies of endorsements and if requested,*
certified original policies of insurance including all endorsements and any
and all other attachments as required in this Section. An individual
authorized by the insurance carrier to do so on its behalf shall sign the

original endorsements for each policy and the Certificate of Insurance.

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

6.4.5 If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the 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 inability of

1 CONTRACTOR or any of CONTRACTOR's employees, agents and other
2 CONTRACTOR's, to obtain or maintain such license(s). Said inability shall be
3 cause for termination of this Agreement.

4 **7.3** A copy of each such license, permit, approval, waiver, exemption, registration,
5 accreditation, and certificate shall be provided to COUNTY.

6 **8. RECORDS AND DOCUMENTS:**

7 **8.1** CONTRACTOR shall make available, upon written request by any duly
8 authorized Federal, State or COUNTY agency, a copy of this Agreement and such
9 books, documents and records as are necessary to certify the nature and extent of
10 the CONTRACTOR's costs related to this Agreement. All such books,
11 documents and records shall be maintained by CONTRACTOR for at least five
12 years following termination of this Agreement and be available for audit by the
13 COUNTY. CONTRACTOR shall provide to the COUNTY reports and
14 information related to this Agreement.

15 **9. OSHA REGULATIONS:**

16 **9.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and Health
17 Administration (OSHA) standards and codes as set forth by the U.S. Department
18 of Labor, and the derivative Cal/OSHA standards, laws and regulations relating
19 thereto, and verifies that all performance under this Agreement shall be in
20 compliance therewith.

21 **10. CONFIDENTIALITY:**

22 **10.1** CONTRACTOR shall not use for personal gain or make other improper use of
23 privileged or confidential information which is acquired in connection with this
24 Agreement. The term "privileged or confidential information" includes but is not
25 limited to: unpublished or sensitive technological or scientific information;
26 medical, personnel, or security records; anticipated material requirements or
27 pricing/purchasing actions; COUNTY information or data which is not subject to
28 public disclosure; COUNTY operational procedures; and knowledge of selection

1 of contractors, subcontractors or suppliers in advance of official announcement.

2 **10.2** CONTRACTOR shall protect from unauthorized disclosure names and other
3 identifying information concerning persons receiving services pursuant to this
4 Agreement, except for general statistical information not identifying any person.
5 CONTRACTOR shall not use such information for any purpose other than
6 carrying out the CONTRACTOR's obligations under this Agreement. The
7 CONTRACTOR shall promptly transmit to the COUNTY all third party requests
8 for disclosure of such information. The CONTRACTOR shall not disclose, except
9 as otherwise specifically permitted by this Agreement or authorized in advance in
10 writing by the COUNTY, any such information to anyone other than the
11 COUNTY. For purposes of this paragraph, identity shall include, but not be
12 limited to name, identifying number, symbol, or other identifying particular
13 assigned to the individual, such as finger or voice print or a photograph.

14 **11. CONDUCT OF CONTRACTOR:**

15 **11.1** CONTRACTOR covenants that it presently has no interest, including, but not
16 limited to, other projects or contracts, and shall not acquire any such interest,
17 direct or indirect, which would conflict in any manner or degree with
18 CONTRACTOR's performance under this Agreement. CONTRACTOR agrees
19 to inform the COUNTY of all the CONTRACTOR's interests, if any, which are
20 or may be perceived as incompatible with the COUNTY'S interest

21 **11.2** CONTRACTOR shall not, under circumstances which could be interpreted as an
22 attempt to influence the recipient in the conduct of his duties, accept any gratuity
23 or special favor from individuals or firms with whom the CONTRACTOR is
24 doing business or proposing to do business, in accomplishing the work under this
25 Agreement.

26 **11.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
27 entertainment directly or indirectly to COUNTY employees.
28

1 **12. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE;**

2 **12.1** All performances (which includes services, workmanship, materials, supplies and
3 equipment furnished or utilized in the performance of this Agreement) shall be
4 subject to inspection and test by the COUNTY or other regulatory agencies at all
5 times. CONTRACTOR shall provide adequate cooperation to any inspector or
6 other COUNTY representative to permit him/her to determine the
7 CONTRACTOR's conformity with the terms of this Agreement. If any services
8 performed or products provided by CONTRACTOR are not in conformance with
9 the terms of this Agreement, the COUNTY shall have the right to require the
10 CONTRACTOR to perform the services or provide the products in conformance
11 with the terms of the Agreement at no additional cost to the COUNTY. When the
12 services to be performed or the products to be provided are of such nature that the
13 difference cannot be corrected, the COUNTY shall have the right to 1) require the
14 CONTRACTOR immediately to take all necessary steps to ensure future
15 performance in conformity with the terms of the Agreement; and/or 2) reduce the
16 Agreement price to reflect the reduced value of the services performed or products
17 provided. COUNTY may also terminate this Agreement for default and charge to
18 CONTRACTOR any costs incurred by the COUNTY because of the
19 CONTRACTOR's failure to perform.

20 **12.2** CONTRACTOR shall establish adequate procedures for self-monitoring and
21 quality control and assurance to ensure proper performance under this Agreement;
22 and shall permit a COUNTY representative or other regulatory official to monitor,
23 assess or evaluate CONTRACTOR's performance under this Agreement at any
24 time upon reasonable notice to CONTRACTOR.

25 **13. DISPUTES:**

26 **13.1** The parties shall attempt to resolve any disputes amicably at the working level. If
27 that is not successful, the dispute shall be referred to the senior management of the
28 parties. Any dispute relating to this Agreement which is not resolved by the

1 parties shall be decided by the COUNTY's Purchasing Department's Compliance
2 Contract Officer shall be the final and conclusive unless determined by a court of
3 competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly
4 erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed
5 diligently with the performance of this Agreement pending the resolution of a
6 dispute.

7 **13.2** Prior to the filing of any legal action related to this Agreement, the parties shall be
8 obligated to attend a mediation session in Riverside County before a neutral third
9 party mediator. A second mediation session shall be required if the first session is
10 not successful. The parties shall share the cost of the mediations.

11 **14. TERMINATION:**

12 **14.1** COUNTY may terminate this Agreement without cause upon 30 days written
13 notice served upon the CONTRACTOR stating the extent and effective date of
14 termination.

15 **14.2** COUNTY may, upon five (5) days written notice, terminate this agreement for
16 CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the
17 terms of this Agreement or fails to make progress so as to endanger performance
18 and does not immediately cure such failure. In the event of such termination, the
19 COUNTY may proceed with the work in any manner deemed proper by
20 COUNTY.

21 **14.3** After receipt of the notice of termination, CONTRACTOR shall:

22 **14.3.1** Stop all work under this Agreement on the date specified in the notice of
23 termination;

24 **14.3.2** Transfer to COUNTY and deliver in the manner as directed by
25 COUNTY any materials, reports or other products which, if the
26 Agreement had been completed or continued, would have been required
27 to be furnished to COUNTY.

28 **14.4** After termination, COUNTY shall make payment for CONTRACTOR's
performed up to the date of termination in accordance with this Agreement and at

1 the rates set forth in Exhibit B, Payment Provision.

2 **14.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees
3 accrued prior to the date of termination) upon dishonesty or a willful or material
4 breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR's
5 unwillingness or inability for any reasons whatsoever to perform the terms of this
6 Agreement. In such event, CONTRACTOR shall not be entitled to any further
7 compensation under this Agreement.

8 **14.6** The rights and remedies of COUNTY provided in this section shall not be
9 exclusive and are in addition to any other rights and remedies provided by law or
10 under this Agreement.

11 **15. FORCE MAJEURE:**

12 **15.1** Neither Party shall be liable nor deemed to be in default for any delay or failure in
13 performance under this Agreement or other interruption of service or employment
14 deemed resulting, directly or indirectly, from acts of God.

15 **16. NONDISCRIMINATION AND ELIGIBILITY:**

16 **16.1** CONTRACTOR shall not discriminate in the provision of services, allocation of
17 benefits, accommodation in facilities, or employment of personnel, on the basis of
18 ethnic group identification, race, color, creed, ancestry, religion, national origin,
19 physical handicap, medical condition, or sex in the performance of this
20 Agreement; and, to the extent they shall be found to be applicable hereto, shall
21 comply with the provisions of California Fair Employment and Housing Act
22 (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352),
23 the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all
24 other applicable laws or regulations.

25 **17. CONFLICT OF INTEREST:**

26 **17.1** CONTRACTOR and CONTRACTOR's employees shall have no interest, and
27 shall not acquire any interest, direct or indirect, which will conflict in any manner
28 or degree with the performance of services required under this Agreement.

18. ALTERATION:

1 **18.1** No alteration or variation of the terms of this Agreement shall be valid unless
2 made in writing and signed by the parties hereto, and no oral understanding or
3 agreement not incorporated herein, shall be binding on any of the parties hereto.

4 **18.2** Only the County Board of Supervisors or the County Purchasing Agent may
5 authorize any alteration or revision of this Agreement. The parties expressly
6 recognize that COUNTY personnel are without authorization to either change or
7 waive any requirements of this Agreement.

8 **18.3** This Agreement including any attachments or exhibits, constitutes the entire
9 Agreement of the parties with respect to its subject matter and supersedes all
10 prior and contemporaneous representations, proposals, discussions and
11 communications, whether oral or in writing. This Agreement may be changed or
12 modified only by a written amendment signed by authorized representatives of
13 both parties.

14 **19. ASSIGNMENT/SUBCONTRACTORS:**

15 **19.1** CONTRACTOR may not delegate or assign any interest in this Agreement,
16 whether by operation of law or otherwise, without the prior written consent of
17 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed
18 void and of no force or effect.

19 **19.2** No contract shall be made by the CONTRACTOR with any other party for
20 furnishing any of the work or service under this Agreement without the prior
21 written approval of the COUNTY; but this provision shall not require the
22 approval of contracts of employment between the CONTRACTOR and personnel
23 assigned under this Agreement, or for parties named in the proposal and agreed to
24 under this Agreement.

25 **20. 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 **21. 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 **22. 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 venue of any action brought hereunder shall be exclusively in
13 the County of Riverside, California.

14 **23. 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 **24. 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 **25. NOTICES:** All correspondence and notices required or contemplated by this
22 Agreement shall be delivered to the respective parties at the addresses set forth below and
23 are deemed submitted one day after their deposit in the United States mail, postage
24 prepaid:
25

26 **COUNTY:**

27 County of Riverside, Community Health Agency
28 Internal Support Contracts Administration
4065 County Circle Drive
Riverside, CA 92503

1 **CONTRACTOR:**

2 Animal Samaritans SPCA, Inc.

3 Executive Director

4 P.O. Box 513

5 72-307 Ramon Road

6 Thousand Palms, CA 92276

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

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EXHIBIT A
SCOPE OF WORK

(Spay, neuter, and other clinical services)

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5 **1.** CONTRACTOR will provide primary spay and neuter services of felines and canines that
6 are adopted by COUNTY to the general public.

7 Adoptable felines and canines are defined as:

8 **1.1** Healthy animals, eight (8) weeks of age or older, that at or subsequent to the time the
9 animal is taken into possession, has not demonstrated any sign of a serious behavioral
10 or temperamental characteristic that could pose a health or safety risk or otherwise
11 make the animal unsuitable for placement as a pet; and,

12 **1.2** Animals who have been screened and determined to have a high likelihood of being a
13 “good fit” with an adopting family and enabling the animal/human bonding to take
14 place; and,

15 **1.3** Animals who are free, to the best knowledge of the veterinary staff at
16 CONTRACTOR and COUNTY, of life threatening disease, injury or conditions that
17 could adversely affect the health of the animal; and,

18 **1.4** Animals who are not known to demonstrate vicious behavior toward other animals
19 and/or humans.

- 20 **2.** CONTRACTOR will continue to surgically spay and neuter feral felines that are captured
21 and brought to their facility for the purposes of spay or neuter and release.

22 **2.1** Feral felines may be captured via animal traps available through CONTRACTOR or
23 COUNTY.

24 **2.2** CONTRACTOR will “tip” the ears of spayed or neutered feral cats as required for
25 future identification.

- 26 **3.** CONTRACTOR will not provide euthanasia, except in cases of feline FELV/FIV, or cases
27 in which it may be more humane to provide such services. Should said animal have been
28 adopted from COUNTY, CONTRACTOR will contact COUNTY to inform them of the

1 disposition.

2 **4. Overnight boarding and hospitalization, delivery and pick-up.**

3 **4.1** CONTRACTOR does not have the facilities for overnight accommodations.

4 **4.2** Animals are expected to be picked up by 5:00 p.m. on the day of surgery.

5 **4.3** COUNTY will deliver animals to CONTRACTOR and pick up, post surgery, the
6 same day. CONTRACTOR will provide pick-up service in emergencies and upon the
7 mutual agreement of schedule and protocol. CONTRACTOR will pick up from outlying
8 areas per established schedules.

9 **5. Emergencies.**

10 **5.1** Should an emergency medical condition or event occur, CONTRACTOR will contact
11 COUNTY for medical assistance.

12 **6. Other Services.**

13 **6.1** Conduct humane education seminars and informational meetings.

14 **6.2** Joint press releases and public information.

15 **6.3** Place animals for adoption through CONTRACTOR

16 **7. Veterinarian.**

17 **7.1** Spay and Neuter surgical services will be performed at CONTRACTOR by a
18 licensed veterinarian qualified to perform surgery.

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EXHIBIT B
PAYMENT PROVISIONS
(Spay, neuter and other clinical services)

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 after the completion of every task, as set forth in Exhibit A, SCOPE OF WORK.

1.4 CONTRACTOR shall submit invoice(s) twice monthly 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 to exceed seventy thousand dollars (\$70,000) including all expenses.

2. Fee Schedule:

2.1 Spay and Neuter for un-adopted County Animals:

Canine: \$75 Feline: \$50

Feral felines: No charge

2.2 Reimbursement for Clinical Services:

1 These services are to be assessed when, in the course of the sterilization procedure,
2 an unanticipated but necessary procedure is required, such as pregnancy, etc. or at
3 the request of COUNTY, such as microchip, etc., prior to service being rendered.
4 All services will be billed to the COUNTY at Animal Samaritans going rate.

5 Vaccinations, upon request:

6	Feline FVRCP	\$10 per vaccination
7	Feline FELV	\$10
8	Rabies	\$10
9	Canine DHPPC	\$10 per vaccination
10	Canine rabies, required for license	\$10

11 *Additional charges:*

13	Spay pregnant female	\$10
14	Crypt Orchid males	\$10
15	Microchip (Avid) implant	\$25
16	Deworm	\$10
17	In Heat	\$10

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