

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE

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

187



FROM: Department of Animal Services

SUBMITTAL DATE:
 July 12, 2016

SUBJECT: Ratify and execute the Agreement with Animal Samaritans SPCA, Inc. for Spay, Neuter and Clinical Services without seeking competitive bids for three (3) years. [District 4]; [Total Cost \$540,000]; [\$180,000 annually]; 100% General Fund – Departmental Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the Agreement with Animal Samaritans SPCA, Inc. for Spay, Neuter and Clinical Services without seeking competitive bids in the annual amount of \$180,000 for the period of three (3) years from July 01, 2016 through June 30, 2019; and
2. Authorize the Purchasing Agent in accordance with Ord. 459 based on availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement; and sign amendments to the compensation provisions that do not exceed 10% annually.

BACKGROUND:

Summary
 Continued of Page 2

[Signature]

Robert P. Miller
 Director, Department of Animal Services

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 180,000	\$ 180,000	\$ 540,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% General Fund – Departmental Budget
 Budget Adjustment: 0
 For Fiscal Year: 16/17 – 18/19

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: July 12, 2016
 xc: Animal Services, Purchasing

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

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

3-5

Purchasing & Fleet Services
 Teresa Summers, Assistant Director

A-30 Positions Added
 Change Order
 4/5 Vote

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: and execute the Agreement with Animal Samaritans SPCA, Inc. for Spay, Neuter and
Clinical Services without seeking competitive bids for three (3) years. [District 4]; [Total Cost
\$540,000]; [\$180,000 annually]; 100% General Fund – Departmental Budget**

DATE: July 12, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Department of Animal Services has contracted with Animal Samaritans, Inc. since July 2002 to perform spay and neuter surgeries, and clinical services for animals adopted out of the County Thousand Palms and Blythe animal shelters, known as the Coachella Valley Animal Campus, due to the shelters not having the surgical structure required to perform surgeries. Animal Samaritans is an animal non-profit adoption organization who extends non-profit rates to the County. They are a non-profit agency in the desert area capable of handling spay and neuter surgeries at a high volume capacity and at a low non-profit cost. Veterinary clinics in the desert area are primarily private and operate on a cost-for-profit basis or may be non-profit but do not have the capability to perform spay and neuter surgeries.

Impact on Citizens and Businesses

The services provided by Animal Samaritans will benefit the citizens and animals who live in the desert region of Riverside County, including Thousand Palms and Blythe, by providing localized spay and neuter services.

SUPPLEMENTAL:

Additional Fiscal Information

There is no additional impact to the general fund as this funding has been included in the department's 2016/2017 fiscal year budget pending approval.

Description:	FY16/17	FY17/18	FY18/19	Total
Spay, Neuter & Clinical Services	180,000	180,000	180,000	540,000
Total Costs	180,000	180,000	180,000	540,000

Contract History and Price Reasonableness

The fees collected by Animal Samaritans for spay and neuter services are considered fair and reasonable because the fees being charged to the County are based on non-profit rates which result in an average savings of 73% compared to profit-based veterinarians. Animal Samaritans offers flat fee rates per each animal which have stayed consistent over the past five years. Private veterinarians base their fees on the animals, gender, weight, and age; prices may vary from \$500.00 to \$636.00 per animal. The County would also incur greater savings by reducing transportation costs due to the vendor's location neighboring the animal shelter.

ATTACHMENTS:

- A. **Single Source Justification**
- B. **Professional Services Agreement**



Date: February 17, 2016
From: Robert Miller, Director
To: Board of Supervisors/Purchasing Agent
Via: Ellie Ubina, Buyer II, 951-358-7318
Subject: Single Source Procurement; Request for Spay, Neuter and Clinical Services.

The below information is provided in support of my Department requesting approval for a single source.

1. **Supplier being requested: Animal Samaritans Inc.**
2. **Vendor ID: 0000003120**
3. **Supply/Service being requested:** Animal Spay/Neutering Services and Clinical Services
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** Internet research and vendor pricing was obtained. VCA Rancho Mirage Animal Hospital and Country Club Animal Clinic, both private veterinarians who have the capability to provide services for spay/neutering, operate on a cost for profit basis which would increase costs to the County. Non-profit organizations are limited in the desert area. The non-profit services available, such as Adopt a Pet.com, loveanimals.org, do not have the ability to provide spay/neutering services.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide.** Animal Samaritans operates the largest volume spay and neutering service in the desert area. They are a non-profit organization that passes along the savings to the County, and are the only non-profit organization that can meet the service needs of the County due to the volume of animals it cares for at the Coachella Valley Animal Campus.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The Coachella Valley Animal Campus does not have the surgical capability to perform animal spay/neutering services. The Department of Animal Services, under the direction of the Board of Supervisors, entered into a partnership with Animal Samaritans to build a side-by-side animal shelter for both organizations in a campus-type setting on the five acres of land donated by Animal Samaritans. The County built the Coachella Valley Animal Shelter, which opened in January 2006. The agreement concurs that Animal Samaritans will provide the State required spay and neutering and clinical services for all pets adopted from the Coachella Valley Animal Shelter. This also reduces the cost of transporting animals due to Animal Samaritans residing on the same campus setting as the shelter.
7. **Period of Performance:** 3 years, From: 07/01/2016 To 06/30/2019

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes



8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. Animal Spay/Neutering and Clinical Services. Spay/Neutering services are based on services rendered. Year-to-year expenses may fluctuate due to volume capacity and growth in the community. Ongoing costs are not applicable due to services are applied once per animal.

Becars

Description:	FY16/17	FY17/18	FY18/19	Total
Spay/Neuter & Clinical Services	180,000	180,000	180,000	\$540,000
Total Costs	180,000	180,000	180,000	\$540,000

9. **Price Reasonableness:** Non-profit rates are extended to the County which results in an average cost savings of 70% compared to profit-based veterinarians. The vendor offers flat fee rates per animal which have stayed consist over the past five years. Private veterinarian's rates for spay and neuter services vary depending on the animals' gender, weight, and age; beginning prices range from \$500.00 to \$636.00, resulting in an average cost of \$568.00 per animal. The County would also incur greater savings by reducing transportation costs due to the vendor location neighboring the animal shelter. The average cost savings shown below are based on cost per animal per treatment.

Cost per Service	Animal Samaritans	Private Rate (Average)	Percentage Comparison
Canines – Spay/Neuter	\$80.00	\$568.00	87%
Feline – Spay/Neuter	\$55.00	\$596.50	92%
		Total Percentage Savings	87%

10. **Projected Board of Supervisor Date (if applicable):** 06/21/2016

(Form 11s must accompany the sole source request for Purchasing Agent approval.)

Mark Sigman
Fiscal Manager
(or designee)

Mark Sigman
Print Name

6-2-16

Date

Robert P. Miller

Department Head Signature
(or designee)

Robert Miller
Print Name

6/7/16

Date



Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 180,000 One time Annual Amount through 6/30/19
(Date)

[Signature] 6/29/16 17-014
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

List Attachments:

Professional Service Agreement
Form 11

PROFESSIONAL SERVICE AGREEMENT

for

Spay/Neutering and Clinical Services

between

COUNTY OF RIVERSIDE

and

Animal Samaritans SPCA, Inc.



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This Agreement is made and entered into this 1st day of July, 2016, by and between Animal Samaritans SPCA, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, "Scope of Services," at the prices stated in Exhibit B, "Payment Provisions to the Agreement."

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform in conformance with and consistent with the highest standards of other firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and shall continue in effect through June 30, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, "Payment Provisions." Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred eighty thousand dollars (\$180,000) annually, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Likewise, CONTRACTOR is not responsible for providing any services after COUNTY reaches the spending limit of this agreement and is unable or unwilling to pay for any services above and beyond \$180,000. Unless

otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). After the first year of the award, a minimum of 30-days advance notice in writing of any proposed price increase is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the corresponding annual increase in the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and shall be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. If after such period COUNTY has not paid for invoiced services or indicated in writing that payment is forthcoming within five (5) days from expired grace period, CONTRACTOR may terminate all services until full payment is received. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Department of Animal Services
Western Riverside Shelter
6891 Van Buren Blvd.
Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number ANARC-94874-002-06/21; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY's obligation for payment under this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. Payments shall be made in accordance with California Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment

beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not approved by COUNTY, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed immediately terminated.

4. Alteration or Changes to the Agreement

4.1 No alteration or changes to the Agreement shall be valid without the written consent of both COUNTY and CONTRACTOR. The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, propose and/or approve any alteration to this Agreement as representation for COUNTY. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. Either Party may terminate this Agreement without cause upon 30 days written notice served upon the other Party, stating the extent and effective date of termination.

5.2 Either party may, upon five (5) days written notice, terminate this Agreement for default, if the other party breaches any of the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure after five (5) days' written notice. In the event of such termination by COUNTY, the COUNTY may proceed with the work with its own resources or with another contractor in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination from COUNTY, CONTRACTOR shall:

- a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

- b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance of services up to the date of termination in accordance with this Agreement.

5.5 The rights and remedies of the parties, provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement. Subject to this Section 7, CONTRACTOR retains its right to offer and perform similar services for any person or entity it chooses, and this Agreement shall not impede, hamper, or exclude CONTRACTOR from doing so.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the

COUNTY or other regulatory agencies at all times, upon reasonable notice to CONTRACTOR. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR to take all necessary steps within their means and capacity to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 "Covered Individual" means any person performing services under this Agreement on behalf of CONTRACTOR. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services under this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

10. Subcontract for Work or Services

With the exception of Relief Veterinarians, which is hereby deemed an approved sub-contractor by COUNTY, no contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY. This provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in CONTRACTOR's proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties.

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

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

14. Records and Documents

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

15. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

16. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Department of Animal Services
6851 Van Buren Blvd.
Jurupa Valley, CA 92509

CONTRACTOR

Animal Samaritans SPCA, Inc.
72120 Pet Land Place
Thousand Palms, CA 92276

17. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

18. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

19. Hold Harmless/Indemnification

19.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services

of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

COUNTY shall indemnify and hold harmless CONTRACTOR, its Medical Staff, Directors and Board Members, from any liability, action, claim or damage whatsoever, based or asserted upon the actions of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. COUNTY shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

19.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

19.3 CONTRACTOR's indemnity obligations hereunder apply only to those losses that occur as a result of CONTRACTOR's negligence or willful misconduct and shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

20. Insurance

20.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. With respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional 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 the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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 the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

Contractor shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in

writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

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

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 in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

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.

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 three (3) 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) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

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.

21. General

21.1 CONTRACTOR shall not delegate or assign any interest in this Agreement to a third party organization, business, or other entity, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interests of the Agreement to an outside party herein shall be deemed void and of no force or effect.

21.2 Any waiver by either party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing such party from enforcement of the terms of this Agreement.

21.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

21.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

21.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

21.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be

in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

21.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

21.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

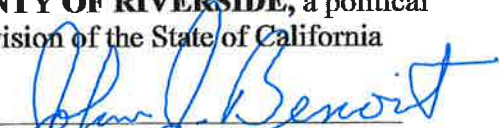
21.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.


21.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

21.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed in the Superior Court of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California
By: 
John J. Benoit, Chairman
Board of Supervisors

ANIMAL SAMARITANS SPCA, INC.
By: 
Name: Tom Snyder
Title: CEO

Dated: JUL 12 2016

Dated: 05/19/16

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Kristine Valdez, Deputy County Counsel

EXHIBIT "A"
SCOPE OF SERVICES

1. CONTRACTOR will provide primary spay and neuter services of the following types of felines and canines that are adopted by COUNTY to the general public:
 - 1.1. Healthy animals, eight (8) weeks of age or older, that at or subsequent to the time the animal is taken into possession, has not demonstrated any sign of a serious behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet;
 - 1.2. Animals who have been screened and determined to have a high likelihood of being a "good fit" with an adopting family and enabling the animal/human bonding to take place;
 - 1.3. Animals who are free, to the best knowledge of the veterinary staff at CONTRACTOR and COUNTY, of life threatening disease, injury or conditions that could adversely affect the health of the animal; and
 - 1.4. Animals that are not known to demonstrate vicious behavior toward other animals and/or humans.
2. CONTRACTOR will surgically spay and neuter feral felines that are captured and brought to their facility, provided CONTRACTOR has funding in its Feral Cat Fund to provide such services at such fees. CONTRACTOR may set limits as to the number of Feral Animals it services per day, and COUNTY shall honor such limits.
 - 2.1. Feral felines may be captured via animals' traps available through CONTRACTOR or COUNTY.
 - 2.2. CONTRACTOR will "tip" the ears of spayed or neutered feral cats as required for future identification.
3. CONTRACTOR will not provide euthanasia, except in cases of feline FELV/FIV, or cases in which it may be more humane to provide such services in CONTRACTOR's discretion. Should said animal have been adopted from COUNTY, CONTRACTOR will contact COUNTY to inform them of the disposition. Should COUNTY request euthanasia services from CONTRACTOR, COUNTY will pay CONTRACTOR its current rate of pay at the time of such request.
4. Overnight boarding and hospitalization, delivery and pick-up:
 - 4.1 CONTRACTOR does not have the facilities necessary for overnight accommodations.
 - 4.2 Animals are expected to be picked up by 5:00p.m. on the day of surgery If COUNTY provides unadopted shelter animals to CONTRACTOR for service that adopters are not responsible for, and

COUNTY fails to pick up such serviced animal on time per the terms of the Agreement, COUNTY will pay CONTRACTOR the amount of overtime pay incurred as a result of such failure.

4.3 COUNTY will deliver animals to CONTRACTOR and pick up, post-surgery, the same day. When possible, CONTRACTOR may provide pick-up service in emergencies and upon the mutual agreement of schedule and protocol.

5. Emergencies:

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

6. Other Services:

6.1. Joint press releases and public information.

7. Veterinarian:

7.1. Spay and Neuter surgical services will be performed at CONTRACTOR's facility by a licensed veterinarian qualified to perform surgery.

EXHIBIT "B"
PAYMENT PROVISIONS

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

1. Invoice:
 - 1.1. COUNTY agrees to pay acceptable invoice(s), and as per requirements in Item 2.2 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. Invoices(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 Services.
 - 1.4. CONTRACTOR shall submit invoice(s) twice monthly to the following address for processing:

Riverside County Department of Animal Services
Fiscal Division, Accounts Payable
6851 Van Buren Blvd.
Jurupa Valley, CA 92509

- 1.5. Compensation payable to CONTRACTOR by COUNTY shall not exceed one hundred eighty thousand (\$180,000) annually including all expenses.
2. Fee Schedule:
 - 2.1. Spay and Neuter for un-adopted County Animals:

Canine:	\$ 80.00
Feline:	\$ 55.00
Feral Felines:	\$ 25.00
 - 2.2. Reimbursement for Clinical Services:

These services are to be assessed when, in the course of the sterilization procedure, an unanticipated but necessary procedure is required, such as pregnancy, etc. or at the request of the COUNTY, such as hernia repair, etc., prior to service being rendered. All services will be billed to the COUNTY at Animal Samaritans fees listed below.

Additional charges:

Spay pregnant female	\$15
Crypt Orchid males	\$10
In Heat	\$15
Hernia Repair	\$35