

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



ITEM  
3.6  
(ID # 10069)

MEETING DATE:

Tuesday, October 1, 2019

FROM: ANIMAL SERVICES:

SUBJECT: DEPARTMENT OF ANIMAL SERVICES: Ratify and Approve Amendment No. 1 to the Professional Service Agreement between the Department of Animal Services and Animal Samaritans SPCA, Inc. for Spay/Neutering and Clinical Services. [District 4]; [Total Cost \$900,000; up to \$18,000 in additional compensation per fiscal year]; [100% General Fund – Departmental Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment No. 1 to the Professional Service Agreement for Spay/Neutering and Clinical Services between County of Riverside and Animal Samaritans SPCA, Inc. (Amendment No. 1) in the annual amount of \$180,000 for a total amount of \$900,000 and extend the contract period for an additional five years, from July 1, 2019 through June 30, 2024;
2. Authorize the Chair of the Board to sign Amendment No. 1 on behalf of the County; and
3. Authorize the Purchasing Agent in accordance with Ord. 459, based on availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

ACTION: Policy

  
Allan Drusys, Chief Veterinarian

8/30/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Hewitt  
Nays: None  
Absent: Spiegel  
Date: October 1, 2019  
xc: Animal Services

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 180,000	\$ 180,000	\$ 900,000	\$ 0
<b>NET COUNTY COST</b>	\$ 180,000	\$ 180,000	\$ 900,000	\$ 0
<b>SOURCE OF FUNDS: 100% General Fund – Departmental Budget</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20 – 23/24

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

County Ordinance No. 560 requires the County to provide members of the public that reside in Riverside County with spay and neuter services for dogs and cats that are adopted from a shelter. To meet County requirements, the Department of Animal Services (Department) has contracted with Animal Samaritans SPCA, Inc. to perform low-cost spay, neuter, and clinical services for animals adopted from the desert region’s animal shelters. The Department’s desert region animal shelter, the Coachella Valley Animal Campus Shelter, does not have the surgical structure to perform spay and neuter services. Therefore, the Department has contracted with Animal Samaritans SPCA, Inc. (Animal Samaritans) to perform spay and neuter services on its behalf.

The proposed Amendment No. 1 extends the contract term for an additional five years, from July 1, 2019 through June 30, 2024. County Counsel has approved Amendment No. 1 as to form. Staff recommend ratification and approval of the attached Amendment No. 1.

**Impact on Residents and Businesses**

The services provided by Animal Samaritans will benefit private citizens and animals who reside in the desert region of Riverside County by providing localized spay and neuter services. The ability to continue to provide spay and neuter surgeries for animals sheltered or owned by a resident is vital to controlling the pet population and to allow adoptions to continue without delay, reducing the costs associated with housing adoptable pets for longer periods of time.

**Additional Fiscal Information**

There is no additional impact to the general fund as this funding has been established in the department’s 2019/2020 fiscal year budget pending final approval.

<b>Description</b>	<b>FY19/20</b>	<b>FY20/21</b>	<b>FY21/22</b>	<b>FY22/23</b>	<b>FY23/24</b>	<b>Total</b>
Spay & Neuter Service	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$900,000
Total Costs	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$900,000

**Contract History and Price Reasonableness**

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

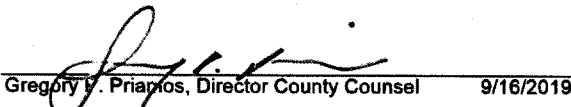
The Department has contracted with Animal Samaritans for the past seventeen years, commencing in 2002 for spay and neuter services. Animal Samaritans offers low-cost spay and neuter services based on not-for-profit rates. The fees collected are flat fee rates per service and have stayed consistent during the past three (3) years with no price increases. Therefore, the County accepts Animal Samaritan's rate increase of five (5%) percent per spay or neuter due to increased inflation costs on medical products and wages. The fees collected range from \$27.00 to \$84.00 per service. Private fees are based on gender, weight, and the age of a dog or cat; prices may vary from \$200.00 to \$600.00. The County incurs an average savings of seventy (70%) percent per spay or neuter. Animal Samaritans also neighbors the Coachella Valley Animal Campus where transportation costs are not incurred.

**ATTACHMENTS**

- Amendment No. 1 to the Contract with Animal Samaritans, SPCA Inc.
- Minute Order 3.5 from July 12, 2016, Single Source Justification, and Professional Service Agreement for Spay/Neutering and Clinical Services
- Certificate of Insurance

  
Teresa Summers, Director of Purchasing 9/11/2019

  
Nehini Basma, Principal Management Analyst 9/23/2019

  
Gregory V. Priapros, Director County Counsel 9/16/2019

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH  
ANIMAL SAMARITANS SPCA INC.

Original Contract Term:	July 01, 2016 through June 30, 2019
Contract Term Extended To:	July 01, 2019 through June 30, 2024
Effective Date of Amendment:	July 01, 2019
Original Annual Maximum Contract Amount:	\$180,000
Amended Annual Maximum Contract Amount:	Not applicable
Contract ID:	ANARC-94874-002-06/21

This Amendment No. 1 to the Professional Service Agreement for Spay/Neutering and Clinical Services is entered into by and between County of Riverside, a political subdivision of the State of California, on behalf of its Department of Animal Services ("COUNTY"), and Animal Samaritans SPCA, Inc., a California Corporation ("CONTRACTOR"), is effective as of July 01, 2016. COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually are the "Party".

**RECITALS**

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Spay/Neutering and Clinical Services between County of Riverside and Animal Samaritans SPCA, Inc. for a contract term of July 01, 2016 through June 30, 2019 (the "Agreement"); and

WHEREAS, COUNTY's Board of Supervisors, on July 12, 2016, in Minute Order 3.5, ratified and approved the Agreement; and

WHEREAS, the Parties now desire to extend the term of the Agreement and the compensation amount for canine and feline spay and neuter services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Section 2.1 Period of Performance: Delete the first sentence in its entirety and replace with the following:

This Agreement shall be effective upon signature of this Agreement by both parties and shall continue in effect through June 30<sup>th</sup>, 2024, unless terminated earlier.

3. Exhibit "B" Payment Provisions, Section 2.1, Fee Schedule is deleted in its entirety and replaced with the following:


OCT 01 2019 *B.L.*

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH  
ANIMAL SAMARITANS SPCA INC.

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

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California


Animal Samaritans SPCA, Inc.

By:   
Name: Kevin Jeffries, Chair  
Board of Supervisors

By:   
Name: Tom Snyder  
Title: CEO

Dated: OCT 01 2019

Dated: 8-8-19

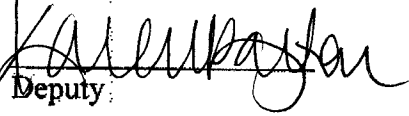
By:   
Name: Barbara Flanagan  
Title: Secretary  
Dated: 8-8-19


ATTEST:

APPROVED AS TO FORM:

Kecia R. Harper  
Clerk of the Board

Gregory P. Priamos  
County Counsel

By:   
Deputy

By:   
Amrit P. Dhillon,  
Deputy County Counsel

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

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]*  
GREGORY P. PRAMOS  
DATE: 7/14/16

**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

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

3-5

**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: 000003120**
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.

*Beavers*

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



**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](http://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.

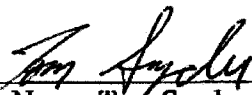
**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By: \_\_\_\_\_

  
John J. Benoit, Chairman  
Board of Supervisors

**ANIMAL SAMARITANS SPCA, INC.**

By: \_\_\_\_\_

  
Name: Tom Snyder  
Title: CEO

Dated: Jul 19 2016

Dated: 05/19/16

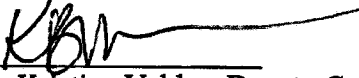
ATTEST:

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

REVISED COPY



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
04/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Desert Cornerstone Insurance Service, Inc. CA License #0F15709 81713 Hwy 111, Ste E Indio CA 92201		<b>CONTACT NAME:</b> Tina Eads <b>PHONE (A/C, No, Ext):</b> (760) 347-7723 <b>FAX (A/C, No):</b> (760) 347-7725 <b>E-MAIL ADDRESS:</b> tina@desertcornerstoneins.com	
<b>INSURED</b> Animal Samaritan Clinic, Inc. 72120 Petland Place Thousand Palms CA 92276		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great American Ins Co of NY NAIC # 22136	<b>INSURER B:</b> Great American Insurance Co NAIC # 16681
		<b>INSURER C:</b> Great American Alliance Ins Co. NAIC # 26832	<b>INSURER D:</b> Employers Preferred Insurance Co. NAIC # 10348
		<b>INSURER E:</b>	<b>INSURER F:</b>

**COVERAGES** CERTIFICATE NUMBER: 19-20 all lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PAC0338157 07	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Veterinarians Prof Liab \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO. <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	GAP0338158 07	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		UMB0338159 08	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG2203144-04	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Veterinarians Professional Liability			PAC0338157 07	02/01/2019	02/01/2020	Each Claim 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Agreement #ANARC-94874-002-06/19  
 Certificate holder is named as additional insured per attached form CG8970 11/14 when required by a written contract. Waiver of subrogation applies per attached form CG8970 11/14 when required by a written contract.

<b>CERTIFICATE HOLDER</b> County of Riverside Procurement Dept. Attn: Nancyh Daudert 6851 Van Buren Blvd. Riverside CA 92509	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



Administrative Offices  
301 E 4th Street  
Cincinnati, OH 45202  
513 369 5000.ph

CA 86 20 (Ed. 05/16)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNATURE BUSINESS AUTO BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following form:

**BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members.	Included	2
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included	2
Leased Auto Coverage	Included	3
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included	4
Supplementary Payments - Bail Bonds	\$5,000	4
Supplementary Payments - Loss of Earnings	\$1,000 per day	4
Fellow Employee	Included	5
Physical Damage Coverage Extensions - Towing	\$200 - any auto	5
Physical Damage Coverage Extensions - Glass Breakage	No Deductible	5
Physical Damage Coverage Extensions - Transportation Expenses	\$100 per day, \$3,000 max	5
Hired Auto Physical Damage Coverage	\$100 per day, \$3,000 max	5
Total Theft of a Covered Auto	\$500 - personal items, \$1,000 - reasonable expenses to return stolen auto	6
Auto Loan / Lease Gap Protection	Included	6
Customization Coverage	\$2,000	7



Coverage	Limit of Insurance	Page
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000	7
Rental Reimbursement Coverage	\$100 per day up to 30 days	8
	\$500 for reasonable expenses to remove and replace your materials and equipment	8
Accidental Discharge - Airbag Coverage	Included	8
Original Equipment Manufacturer OEM Part Replacement	Included	8
Multiple Deductibles	Included	8
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included	8
Blanket Waiver of Subrogation By Written Contract	Included	9
Unintentional Failure to Disclose Hazards	Included	9
Mental Anguish	Included	9

**A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured** is amended by adding the following:

- d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".
- f. Board members (or their spouses) while renting a vehicle while on business for the named insured.

**B. AUTOMATIC ADDITIONAL INSUREDS - BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured** is amended to include as an insured any person or organization whom you are required to add as an Additional Insured on this policy under:

- a. a written contract or written agreement:
  - (1) in effect on the date of the "accident"; and

(2) signed by all parties prior to the "accident."

This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However;

- a. the insurance afforded to such Additional Insured only applies to the extent permitted by law; and
- b. if coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.

With respect to insurance provided to an Additional Insured the following provisions apply:

- a. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
  - (1) The Additional Insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
- b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
- c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.
- d. If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - (1) Required by the written contract or written agreement; or
  - (2) Available under the applicable Limits of Insurance show in the Declarations;whichever is less.

### C. LEASED AUTO COVERAGE

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage is amended by adding the following:**

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who is An Insured is changed to include as an "Insured" the lessor.

The coverages provided under this endorsement apply to any "leased auto" described in the

Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

**SECTION IV - BUSINESS AUTO CONDITIONS, A.4. Loss Payment - Physical Damage Coverages** is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**SECTION V - DEFINITIONS** is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured** is amended by adding the following:

The following are "insureds":

- a. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form except:
  - (1) Any subsidiary that is an insured under any other automobile liability policy.
  - (2) Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.
- b. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "Insured":
  - (1) For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
  - (2) If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

**E. SUPPLEMENTARY PAYMENTS**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(2)** is deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(4)** is deleted and replaced with the following:

- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**F. FELLOW EMPLOYEE**

**SECTION II - LIABILITY COVERAGE** is amended to add the following after Paragraph B.5.b:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. Coverage afforded by this section is excess over any other collectible insurance.

**G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted in its entirety and replaced with the following:

**2. Towing**

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

**H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles** is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

**I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a.** is deleted in its entirety and replaced with the following:

**a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this coverage extension only that amount of Transportation Expenses which is not already provided under **O. Rental Reimbursement Coverage** of this endorsement.

**J. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions,** is amended to add the following:

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If Comprehensive Coverage, Specified Causes of Loss or Collision Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

- a. The most we will pay for any one "accident" or "loss" the lesser of:

(1) the actual cash value of the covered "auto" at the time of the "loss"; or

- (2) the actual cost to repair or replace such covered "auto" at the time of the "loss."
- b. The Limit of Insurance as determined under Paragraph J.a., above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto." This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto." No deductible applies to "loss" caused by fire or lightning.
- c. The coverage provided by this coverage extension will be excess over any other collectible insurance.
- d. Subject to Paragraphs J.a, J.b and J.c, above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.
- e. For coverage provided under this coverage extension, the last sentence of Paragraph A.4.b under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

**K. TOTAL THEFT OF A COVERED AUTO**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**, is amended to add the following:

**Total Theft of a Covered Auto**

In the event of the total theft of a covered "auto":

- a. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.
- b. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

**L. AUTO LOAN / LEASE GAP PROTECTION**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**, is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto," less the following:

- a. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto", and
- b. Any:
  - (1) overdue lease or loan payments at the time of the "loss";
  - (2) financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) security deposits not returned by the lessor;

(4) costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance, purchased with the loan or lease; and

(5) carry-over balances from previous loans or leases.

**M. CUSTOMIZATION COVERAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions,** is amended to add the following:

a. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.

b. our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:

(1) the actual cash value of the stolen or damaged property;

(2) the amount necessary to repair or replace the property; or

(3) \$2,000.

This coverage does not apply to electronic equipment.

**N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions,** is amended to add the following:

If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.

The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:

a. the actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;

b. the actual cost of:

(1) replacing the damaged or stolen property with other property of like kind and quality; or

(2) repairing the damaged property.

without deduction for depreciation; or

c. \$100,000.

However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.

For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.

Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

**O. RENTAL REIMBURSEMENT COVERAGE EXTENSION**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A, Coverage, 4. Coverage Extensions, is amended to add the following:**

For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:

We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".

We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under I. **Transportation Expenses** of this endorsement.

**P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B.3.a is deleted and replaced with the following:**

- a. Wear and tear, freezing, mechanical or electrical breakdown, but this exclusion does not apply to "loss" due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

**Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT**

**SECTION III - PHYSICAL DAMAGE, C. Limit of Insurance, Paragraph 1. is amended to include:**

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

**R. MULTIPLE DEDUCTIBLES**

**SECTION III - PHYSICAL DAMAGE, D. Deductible, is amended to add the following:**

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

**S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is deleted and replaced with the following:**

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

**SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.b(2)** is deleted and replaced with the following:

(2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

**T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT**

**SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5** is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

**U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B.2.** is amended to add the following:

Failure of the "insured" to disclose all exposures or hazards existing as of the effective date of this Coverage Form will not invalidate or adversely affect coverage for such exposure or hazard, provided such failure is not intentional on the part of the "insured". However, you must report the undisclosed exposure or hazard to us as soon as practicable after you discover the exposure or hazard.

**V. MENTAL ANGUISH**

The definition of "Bodily Injury" in **SECTION V - DEFINITIONS** is replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily Injury" also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.





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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

#### A. Non-Owned Aircraft

Under paragraph 2, Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g, Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. Non-Owned Watercraft

Under paragraph 2, Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g, Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

**C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock**

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**D. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

**E. Damage to Premises Rented to You**

If **Damage to Premises Rented to You** is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ 1,000,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision I. **Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
  9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

**F. Supplementary Payments**

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
  - b. Up to \$ 3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ 1,000 a day because of time off work.

**G. Newly Formed or Acquired Organizations**

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
  - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. coverage A does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
  - c. coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

#### H. Unintentional Failure to Disclose Hazards

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 6. Representations:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

#### I. Knowledge of Occurrence, Claim or Suit

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

#### J. Property Damage Liability - Elevators

1. Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraphs (3), (4) and (6) of exclusion j. Damage to Property do not apply if such property damage results from the use of elevators.
2. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### K. Property Damage Liability - Borrowed Equipment

1. Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (4) of exclusion j. Damage to Property does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions, Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**L. Liberalization Clause**

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

**M. Amendment of Pollution Exclusion (Premises)**

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
- (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd) be neither expected nor intended from the standpoint of any insured; and
- (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff) not originate at or from a storage tank or other container, duct or piping which:
  - a. is below the surface of the ground or water; or
  - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

**N. Limited Property Damage to Property of Others**

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

**O. Additional Insured - Manager or Lessor of Premises**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

- 2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

- 3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

**P. Additional Insured - Funding Sources**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

**Q. Additional Insureds - By Contract**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:



- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
  - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4, Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

- 1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
  - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
  - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

**T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. Transfer of Rights of Recovery Against Others to Us:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

1. The following is added to paragraph 1. Insuring Agreement of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. Exclusions of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

- 1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ 1,000.
- 2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ 5,000. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

**V. Who Is an Insured - Fellow Employee Extension - Management Employees**

1. The following is added to paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

**W. Broadened Personal and Advertising Injury**

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to SECTION V - DEFINITIONS Item 14.:

h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.	ALL JOBS IN California

**This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 04/01/2018 at 12:01 AM standard time, forms a part of  
Policy No. EIG 2203144 03 Of the EMPLOYERS PREFERRED INS. CO.  
Carrier Code 00920

Issued to ANIMAL SAMARITANS CLINIC, INC.

Endorsement No.

Premium:

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: [Signature]

Authorized Representative

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

ALL JOBS IN California

**This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation**

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Of the EMPLOYERS-PREFERRED INS. CO.


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Issued to ANIMAL SAMARITANS CLINIC, INC.

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_



Authorized Representative